AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
June 13, 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-60144** Report on 2017 Dare to Prepare Fairs, which will be held the week of June 19, 2017 at Community Resource Centers to assist constituents with information on preparing for emergencies.

B. **AI-60140** Appointment of member to the Hidalgo County Housing Authority Board.

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

A. **AI-59930** 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. **County Clerk's Office - Arturo Guajardo, Jr.:**

A. **AI-60160** Approval to select names for the 2017 Grievance Committee, pursuant to Texas Local Government Code Section 152.015.

B. **AI-60191** Discussion and action approving the Resolution to transfer the City of Alton duties as local registrar to the Clerk of the County of Hidalgo, Texas.

8. **Constables:**

A. **AI-60113** Constable Pct. #1:
Requesting approval to process the following invoice as claims with authority for County Treasurer to issue payment to Border Animal Hospital , P.C. after review, audit, and processing procedures are completed by County Auditor, for the amount of $442.18, under PO No 762493.

B. **AI-60112** Constable Pct. #1:
Authorization and approval to apply for the 2017 COPS Hiring Program (CHP) grant with the Office of Community Oriented Policing Services (COPS), U.S. Department of Justice.

C. **AI-60114** Constable Precinct 4:
Discussion, consideration, and approval to appoint Jessica Marroquin and Mari D. Solis as Reserve Deputy Constables by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.012.

9. **Sheriff's Office:**

A. **AI-60273** Discussion, consideration, and approval to appoint Yesenia R. Hernandez, student at University of Texas at Rio Grande Valley as an intern under the Hidalgo County Sheriff's Office Law Enforcement Internship Program for the period of 06/2017 to 07/2017.

B. **AI-60135** 1. Authorization and approval to purchase (5) cell phone line additions through the County's membership/participation with Contract: DIR-TSO-3415 through Verizon Wireless.
2. Authorization and approval to activate the following cell phone plan: NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL for (5) cell phones at a monthly rate of $47.99 per device. Estimated monthly rate for (5) cell phone is $239.95. The equipment is included at no cost.

10. **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-60249** Discussion, consideration and action on Memorandum of Understanding (MOU) between County of Hidalgo and El Milagro Clinic

C. **AI-60072** Requesting permission by Museum of South Texas History to use county parking lots near the museum for use by visitors to the museum for the following events for 2017:

EVENT	**DATE**	**TIME**
Summer Nights at the Museum	Thursdays, June 22nd & July 6th	7pm to 9pm
Fandango! 2017	Saturday, Oct. 7th	5:30 pm to 11pm
Dia de los Muertos	Saturday, Oct. 28th	4pm to 10pm
Fiesta De Noche Buena	Sunday, Dec. 10th	1pm to 5pm

D. **AI-60274** Environmental Compliance:
Discussion, consideration and approval of Revised Agreed Order with SEP - Hidalgo County (Pct.1); RN105335459; Docket No. 2016-1986-MLM-E; Enforcement Case No. 53322 with authority for County Judge to sign Order due to language change in Section I Jurisdiction and Stipulations, pg. 1 as requested by TCEQ (1st Paragraph and item #4 which now includes SEP)

E. **AI-60133** Public Defense:
Requesting approval of payment of two (2) attorney vouchers totaling $1,117.50 from attorney Sidney Meadows in connection with legal representation of indigent defendants with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor

F. **AI-60156** Approval to accept a settlement check from Texas Farm Bureau Casualty Insurance Company in the amount of $489.78 to settle auto accident claim with County vehicle. (Safety Division)

G. **AI-60149** Approval to accept a Settlement Money Order from Gerardo Islas in the amount of $300.00 to settle auto accident claim with County vehicle. (Sheriff Office)

H. **AI-60151** Approval to accept a settlement check from Lexington Insurance Company in the amount of $5,775.60 to settle storm damages to County property during the Weather Event of May 31, 2016.

I. **AI-60152** Approval to accept a settlement check from City of San Juan in the amount of $685.00 to settle property claim with County tractor.(Precinct 2)

11. **Human Resources:**
Requesting waiver of the Budget Amendment Policy - Personnel Related Amendments (if applicable) for personnel items listed

A. **AI-60266** Executive Office - Veterans Services (1100):
1. Discussion, consideration, and approval of the following personnel actions, effective next full pay period of 06/26/2017:

Action	Dept.	Slot#	Position Title	Proposed Budgeted Salary
Create	370	0009	Assistant Veterans Services Officer	$31,255.00
Create	370	0010	Assistant Veterans Services Officer	$31,255.00

2. Approval of interdepartmental transfer.

B. **AI-60173** Sheriff's Office (1100):
Discussion, consideration, and approval of the following personnel actions, effective next full pay period 06/26/2017:

Action	**Slot#**	**Dept. / Program**	**Current/Proposed Position Title**	**Proposed Budgeted Allowance**
Clothing allowance (add)	0058	280-001	Deputy Sheriff Step I	$500.00
Clothing allowance (add)	0331	280-001	Deputy Sheriff Step I	$500.00
Clothing allowance (add)	0378	280-001	Deputy Sheriff Step I	$500.00
Clothing allowance (add)	0405	280-001	Deputy Sheriff Step I	$500.00

C. **AI-60139** CCL #2 (1100):
1. Discussion, consideration, and approval to extend a Temporary Full Time Clerk I position, Slot T006, not to exceed 12 weeks and/or 09/08/17.
2. Approval of intradepartmental transfer.

D. **AI-60224** Elections Department (1100):
Discussion, consideration, and approval to extend ten (10) temporary full-time Elections Clerk positions, Slot No.'s T184 - T193, not to exceed six (6) months, and/or 12/31/2017.

E. **AI-60193** Constable Pct. 3 (1100):
Discussion, consideration, and approval of back pay payment, as per Exhibit A, to Employee #142247, for successfully completing the probationary requirements according to the Law Enforcement Pay Plan on 06/08/2016.

12. **Urban County:**

A. **AI-60209** 1. Hold a Public Hearing to consider public comments for Hidalgo County Precinct No. 2's proposed program amendment for fiscal year 29 (2016) to decrease Street Improvements line item funding and increase the Other Public Facility Improvements for the San Juan Youth Center Project.

2. Requesting approval of a program amendment for Hidalgo County Precinct No. 2 for fiscal year 29 (2016) to decrease Street Improvements line item funding and increase the Other Public Facility Improvements line item for the San Juan Youth Center Project.

B. **AI-60122** Subject to HB 1295 Compliance, requesting consideration and action to award and enter into a construction contract with RG Enterprises, LLC dba G&G Contractors for the City of Granjeno "2016 Parks, Recreational Facility Improvements" project in the amount of $149,000.00 for UCP Fiscal Years 20 ,28 & 29 (2007, 2015 & 2016); City of Granjeno -Parks, Recreational Facility Improvement funds will be utilized.

C. **AI-60123** The Urban County Program would like to request authorization to cancel an existing contract with LeFevre Engineering & Management in the amount of $7,500.00 for the Sidewalks Improvements to Main Street within the City of Peñitas. UCP recommendation is to cancel the contract and close out of Purchase Order No. 9995.

D. **AI-60124** Requesting approval to reject bids submitted for the City of Donna Fire Station/Equipment project UCP FY 29 (2016).

E. **AI-60162** The Urban County Program is requesting approval of a budget & program amendment for the City of Alton. The proposed amendment is for the Fiscal Years 27 & 29 (2014 & 2016) Work Plans.

F. **AI-60172** The Urban County Program (UCP) is requesting approval of Amendment No. 1 to a Professional Engineering Service Contract with Javier Hinojosa Engineering P.E. The Amendment will increase the contract amount of $631,834.00 by $25,000.00 for a total amount of $656,834 and will include additional scope of services for Peñitas Drain Project.

G. **AI-60120** Urban County Program on behalf of the City of Peñitas is requesting approval of Amendment No. 1 to the professional enginerring services contract with South Texas Infrastructure Group, LLC.-Mission, Texas, for the 2015 Peñitas Street Improvement project.

H. **AI-60084** "Subject to Compliance with HB 1295, when and if Applicable." The Urban County Program is requesting the award of bids and the approval of contracts with Quality Investment and R G Enterprises, LLC, dba G & G Contractors for the demolition and reconstruction of the following:
1. One (1) Unit in the City of Progreso, (1) unit in the City of Edcouch and (2) units in the City of Weslaco in the total contract amount of $249,108.00 to Quality Investments; and
2. One (1) Unit in the City of Donna (1) unit in the Countywide area, (1) unit in the City of Hidalgo and (2) units in the City of San Juan in the total contract amount of $299,500.00 to R G Enterprises, LLC, dba G & G Contractors.

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

A. **AI-60102** Pursuant to Chapter 121 Local Public Health Reorganization Act; Sec. 121.006, requesting approval of the Schedules of Fees effective June 13, 2017.

B. **Health Care Funding District:**

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

C. **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. Emergency Management:

A. AI-60097 Requesting authority to purchase promotional items such as, but not limited to: pens, pencils, backpacks, etc. for use by the Office of Emergency Management during Community Outreach Fairs, Expos, etc. relating to the department's initiative of promoting emergency preparedness awareness.

15. Elections Administration:

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

16. Head Start Program:

A. AI-60150 Discussion, consideration and action authorizing the submittal of supplemental application for budget year 1/1/17 to 12/31/17 in the amount of $259,717.00 for a 1% cost of living adjustment (COLA) retroactive to 1-1-17

17. Precinct #1 - Comm. Fuentes:

A. AI-60190 Authorization and Approval to rename CR 1281 in Pct. 1 to Lico Rd. as recommended by LRGVDC - 911

B. AI-60189 Authorization and Approval of naming a segment of a street as Rios St. in Pct. 1, as approved and recommended by the LRGVDC - 911

18. Precinct #2 - Comm. Cantu:

A. AI-60260 1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo and the City of McAllen, regarding a road extension and road improvements for the Pct 2 Whalen Road (Jackson Rd to 10th St) Project. 2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project for the Pct 2 Whalen Road (Jackson Rd to 10th St) Project.

B. **AI-60257** Requesting approval to accept counter offer to purchase a tract of land known as Parcel 1 (Part 1 and 2) for the Pct 2 Las Milpas Bridge Replacement Project.

C. **AI-60254** Requesting approval to accept counter offer to purchase a tract of land known as Parcel 2 (Part 1 and 2) for the Pct 2 Las Milpas Bridge Replacement Project.

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

A. **AI-60186** Authorization and approval to purchase new business line service through County's membership/participation with Contract:
DIR-TEX-AN-NG-CTSA-005 with AT&T for the following:

Qty	Description	User	Service Plan
1	Business Line Service	Pct. 4 21661 Hwy 186	Basic Local Service-Business

B. **AI-60079** Requesting approval to accept counter offer to purchase parcel 1 in the amount of $254,870.00 in connection with Precinct 4 North Alamo Rd. Project.

C. **AI-60099** Requesting approval to process payment of claims to Mobile Mini totaling $ 4,246.68 with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor.

20. **Budget & Management:**

A. **AI-60177** Discussion consideration and approval of resolution authorizing publication of the County's Notice of Intent to Issue with respect to the Hidalgo County, Texas Certificates of Obligation, Series 2017

B. **AI-60284** Justice Court Tech (1242):
Approval of 2017 unappropriation of funds in the amount of $13,916.63.

C. **Budget Appropriations:**

1. **AI-60278** Health Adm. El Milagro Clinic (1100):
Approval of 2017 appropriation and interfund transfer from Health Department Adm. (1293) unassigned fund balance to Health Adm. El Milagro (1100-039) in the amount $50,000.00

2. AI-60062 Pct 4 Rd. Maint (1200):
A. Approval of 2017 certification of revenues as certified by the County Auditor for revenues received from the Hidalgo County Drainage District No. 1 for reimbursements from the J-09 Drain Project.

B. Approval of 2017 appropriation of funds into Pct 4 Rd. Maint. in the amount of $178,354.10.

21. Purchasing Department - Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED 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-60092 Presentation of sole responsible vendor Ergon Asphalt & Emulsion, Inc., submitting the lowest and best bid [and meeting all specifications and/or requirements] for the purpose of award of bid and approval of contract document for project titled: Hidalgo County-"SS-1 Emulsified Asphalt & Delivery Services" through RFB 2017-055a-05-17-SMA.

2. AI-59979 Presenting/recommending the vendor submitting the lowest and best bid and approval of a Service Contract with GunCo Arms, LLC [meeting all specifications and/or requirements] for "Purchase of Firearms" for Hidalgo County Sheriff's Office Bid No. 2017-118-05-10-HGO.

B. County Judge's Office

1. AI-60094 Requesting authority to purchase and enter into a (36) monthly subscription agreement for the (Online Services) with Thomson Reuters-West Publishing Corporation and authority to execute required agreement for the County Judge's Office through the following requisition # 343994 at $162.50 per month.

C. Pct. 1

1. **AI-60203** A. Requesting acceptance and approval of Certificate of Construction Completion as submitted by Texas Cordia Construction, LLC. reflecting the date of 2/03/17 for Paving & Drainage Improvements to Mile 14 1/2 (Mile 4 to Mile 6).
B. Requesting acceptance and approval of Application for Payment No. 6 (Retainage Release) in the amount of $31,478.30 as submitted by Texas Cordia Construction,LLC. for the provision of Paving & Drainage Improvements to Mile 14 1/2 (Mile 4 to Mile 6) under Contract# C-16-280-09-06.

2. **AI-60170** Commissioner Pct. 1 office requesting for Commissioners Court to accept and approve the "Public Purpose" [pursuant to Texas Constitution, Art.3, Section 52] served for the request to purchase promotional items. Items needed to be purchased through current term are such as but not limited to table clothes, banners, pens, pencils, picture (display) frames as these items will be useful to inform, relate progress, educate and report important information to our constituents on aspects of numerous projects, programs and events.

D. Pct. 2

1. **AI-59822** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;
b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services providers for the Las Milpas Park Youth Facility for Precinct No. 2;

	B2Z ENGINEERING	HINOJOSA ENGINEERING, INC.	L&G ENGINEERING
EVALUATOR NO. 1	98	95	96
RANKING			

c. Authority for the Purchasing Department to negotiate a professional services agreement with the No. 1 ranked firm of _____ for professional engineering services for the Las Milpas Park Youth Facility Project for Pct 2.

2. **AI-60056** Approval of Work Authorization No. 4 (with an estimated cost of $13,736.00) as submitted by Terracon Consultants, Inc., Contract No. C-16-208-07-19 to provide construction material testing services for the Co Wide Mechanic Shop Facility Project.

3. AI-60201 a. Acceptance and approval to execute the final form of a professional engineering services agreement (subject to legal counsel's review) with B2Z Engineering, LLC for "Whalen Road Extension Project," [as approved for negotiations on CC 05/16/17];
b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $149,467.95) as submitted by project engineer, B2Z Engineering, LLC, to provide Schematic Design, Environmental, Limited Public Involvement & Design Survey for "Whalen Road Extension Project," through Contract# C-17-182-06-13;
c. Pursuant to current contract with B2Z Engineering, LLC (Article 14), a request by engineer to permit the subcontracting of R.O.W. Surveying Services, LLC in connection with C-17-182-06-13 for Pct 2 Whalen Road Extension Project.

4. AI-60268 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):

	JAVIER HINOJOSA ENGINEERING	QUINTANILLA, HEADLEY, AND ASSOCIATES, INC	CRUZ HOGAN CONSULTANTS, INC.
EVALUATOR NO. 1	95	98	96
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).

5. AI-60199 a. Acceptance and approval of Work Authorization No. 9 (with an estimated cost of $260,673.64) as submitted by project engineer, L&G Consulting Engineers, to provide environmental re-evaluation, public involvement, and schematic design for the Pct 2 Regional Linear Park Project ~ Segment 2 through Contract # C-15-046-03-03.
b. Pursuant to contract with L&G Engineering (Article 14), a request for approval by engineer to permit the subcontracting of ROW Surveying Services, LLC.and B2Z Engineering, LLC, in connection with

C-15-046-03-03, Work Authorization No. 9 for the Pct 2 Regional Linear Park Project.

6. **AI-60198** a. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $1,758,973.46) as submitted by L&G Engineering, Contract No. C-15-336-09-29 to provide PS&E, ROW Mapping, and Surveying Services needed for Pct 2-Eldora Road Project (from Jackson to I Road);

   b. Pursuant to contract with L&G Engineering (Article 14), a request for approval by engineer, CC approval to permit the subcontracting of ROW Surveying Services, LLC., Ergonomic Transportation Solutions, Inc., and B2Z Engineering, LLC, in connection with C-15-336-09-29, Work Authorization No. 2 for the Pct 2 Eldora Road Project.

7. **AI-60196** Acceptance and approval of Work Authorization No. 5 (with an estimated cost of $25,038.40) as submitted by project engineer, B2Z Engineering LLC, to provide off system bridge repair details that are identified in the 2016 off system bridge inspections report provided by TxDOT, through Contract #C-16-326-08-23.

E. Pct. 4

1. **AI-60251** Acceptance and approval of an AIA Form of Agreement with The Warren Group Architects, Inc. (TWG), in connection to the: "Design and Construction of the Memorial Park Phase I Project" for Precinct 4, (subject to legal's final review).

2. **AI-60197** Requesting acceptance and approval of the following request for payments submitted by JCON Construction LLC. Project-Linn San Manuel Emergency Facility. P.O. 712761:
   a.) Payment Application No. 13- <$100.70 credit>
   b.) Payment Application No. 14 (retainage) - $66,194.51

3. **AI-60217** Acceptance and approval of "Certificate of Substantial Completion" submitted and certified by project architect, Mata Garcia Architects, LLP, reflecting the date of November 30, 2016 by Couric Enterprises, LLC d/b/a Foremost Construction awarded contractor for the Hidalgo County Precinct No. 4 "Construction of a Community Resource Center (CRC) in San Carlos" under (AIA Construction Agreement # C-13-072A-11-19).

F. Health & Human Services Dept.

1. **AI-60159** Discussion, consideration, and approval of Amendment No. 1 to the Interlocal Cooperation Contract between Hidalgo County and University of Texas Health Science Center at Houston to extend the term of agreement to end on October 31, 2017.

G. Elections Department

1. **AI-60235** Approve an "Order" establishing the "Public Purpose" for the purchase of miscellaneous items [i.e. printed materials, supplies, promotional items and related articles] for the Hidalgo County Elections Dept. Outreach Campaign to promote, educate and inform the voters and residents of of the county at events and locations including, but not limited to, the following:
A. Open House - Several possible commencing on June 28, 2017;
B. University of Texas - Rio Grande Valley [UT-RGV] - Outreach;
C. South Texas College - Outreach;
D. City Council Meetings;
E. School Board Meetings;
F. Future and Varied Community Events.

H. Sheriff's Office

1. **AI-59859** Presentation of the sole responsible vendor submitting the lowest and best bid for the purpose of award and approval of contract [and meeting specifications and/or requirements] for Hidalgo County Sheriff's Office Request for Bid No. 2017-060-05-10-YSS titled: "Generator Maintenance, Service, & Repairs at Sheriff's Office Facilities" subject to compliance with HB23 and/or HB1295 when and/or if applicable with contract effective dates: August 12, 2017 to August 11, 2019.

I. County Clerk

1. **AI-60077** Requesting approval to accept sole bid and approval to award Contract to Master Fibers Inc. meeting all specified requirements for RFB No. 2017-058-05-24-TDL - "Purchase, Removal & Related Services for Shredded and Recyclable Materials".

22. Open Forum

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

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-60085** C-2248-17-B; Mary Alice Palacios v County of Hidalgo

D. **AI-60225** C-2525-17-I; Jose Pablo Luna v. Hombero Reyna Casas and Hidalgo County, Texas

E. **AI-60227** Cause No. C-5028-15-G; John Ray Rodriguez, et al vs. County of Hidalgo, Texas, et al

F. **AI-60145** Claim of Frontier Communications Northwest, Inc.

G. **AI-60147** Claim of David Rojano

H. **AI-60208** Claim of Bryan Hathorn

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

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

25. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-60086** C-2248-17-B; Mary Alice Palacios v County of Hidalgo

D. **AI-60226** C-2525-17-I; Jose Pablo Luna v. Hombero Reyna Casas and Hidalgo County, Texas

E. **AI-60228** Cause No. C-5028-15-G; John Ray Rodriguez, et al vs. County of Hidalgo, Texas, et al

F. **AI-60146** Claim of Frontier Communications Northwest, Inc.

G. **AI-60148** Claim of David Rojano

H. **AI-60212** Claim of Bryan Hathorn

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

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

28. **Adjourn**

AI-60144 **County Judge's Office** **5. A.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Julia Sullivan, PUBLIC AFFAIRS

Submitted By: Julia Sullivan, PUBLIC AFFAIRS

Department: PUBLIC AFFAIRS

Information

CAPTION

Report on 2017 Dare to Prepare Fairs, which will be held the week of June 19, 2017 at Community Resource Centers to assist constituents with information on preparing for emergencies.

BACKGROUND

Fiscal Impact

Attachments

Dare to Prepare Flyer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/06/2017 02:15 PM
Linda Flores	Linda Flores	06/07/2017 09:32 AM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Julia Sullivan		Started On: 06/06/2017 02:00 PM
Final Approval Date: 06/09/2017		

Hurricane Season is here!
Are you Prepared?

Come to a community fair near you to learn how you can prepare for a disaster.
Free Food and Drinks! Door Prizes!

Location	Address	Date	Time
South Tower (Alamo) CRC	1429 S. Tower Rd., Alamo	Monday, June 19	10 am to 12 pm
Progreso CRC	510 FM 1015, Progreso	Tuesday, June 20	10 am to 12 pm
San Juan CRC	509 E Earling Rd., San Juan	Wednesday, June 21	10 am to 12 pm
Monte Alto CRC	25149 1st St., Monte Alto	Thursday, June 22	10 am to 12 pm
Endowment Community Center	107 N Sunflower, La Blanca	Friday, June 23	10 am to 12 pm

Brought to you by:

HIDALGO COUNTY

COLONIAS PROGRAM
TEXAS A&M UNIVERSITY

¡La Temporada del Huracan ha LLegado!
¿Esta Preparado?

Venga a la feria comunitaria más cercana a usted para aprender cómo puede prepararase para un desastre. ¡Comida y Bebidas, Gratis! ¡Premios!

Lugar	Dirección	Fecha	Hora
South Tower (Alamo) CRC	1429 S. Tower Rd., Alamo	Lunes, Junio 19	10 am to 12 pm
Progreso CRC	510 FM 1015, Progreso	Martes, Junio 20	10 am to 12 pm
San Juan CRC	509 E Earling Rd., San Juan	Miércoles, Junio 21	10 am to 12 pm
Monte Alto CRC	25149 1st St., Monte Alto	Jueves, Junio 22	10 am to 12 pm
Endowment Community Center	107 N Sunflower, La Blanca	Viernes, Junio 23	10 am to 12 pm

Traído a usted por:

HIDALGO COUNTY

COLONIAS PROGRAM
TEXAS A&M UNIVERSITY

AI-60140 **County Judge's Office** **5. B.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Appointment of member to the Hidalgo County Housing Authority Board.

BACKGROUND

Fiscal Impact

Attachments

bylaws
letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/06/2017 11:38 AM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Sandra Deleon		Started On: 06/06/2017 11:18 AM
Final Approval Date: 06/09/2017		

BYLAWS OF THE HOUSING AUTHORITY OF THE COUNTY OF HIDALGO, TEXAS

ARTICLE I – THE AUTHORITY

Section 1. Name of Authority. The name of the Authority shall be "THE HOUSING AUTHORITY OF THE COUNTY OF HIDALGO, TEXAS" (AUTHORITY).

Section 2. Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority.

Section 3. Office of Authority. The offices of the Authority shall be at such places in the County of Hidalgo, Texas, as the Board of Commissioners of the Authority may from time to time designate by resolution.

Section 4. Authorization. The Authority was created by Resolution adopted by the Commissioners Court of the County of Hidalgo on May 4, 1948 pursuant to Article1269K V.T.C.S.

ARTICLE II – COMMISSIONERS

Section 1. Appointment. The Authority shall be governed by a Board of Commissioners of five persons appointed by the Commissioners Court of Hidalgo County for two year terms pursuant to Article 1269K, V.T.C.S. The Authority shall act only through its Board of Commissioners except as specifically authorized herein. The

present Commissioners and their terms are set forth as follows:

Name	Term
Commissioner Lita Leo	May, 2014 – May, 2016
Commissioner Eloy Avila	May, 2015 – May, 2017
Commissioner Alberto Trevino	May, 2014 – May, 2016
Commissioner Oscar Castaneda	May, 2014- May, 2016
Commissioner Oscar Ramirez	May, 2015- May, 2017
Secretary to the Board Mike Lopez	May, 2015- May, 2016

Section 2. Compensation. Commissioners shall receive no compensation for their services but shall be entitled to reimbursement for necessary expenses, including travel expenses, incurred in the discharge of duties as a commissioner.

ARTICLE III – OFFICERS

Section 1. Officers. The officers of the Authority shall be a Chairman, a Vice-Chairman and a Secretary (who shall be the Executive Director).

Section 2. Chairman. The Chairman shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the Chairman shall sign all contracts, deeds and other instruments on behalf of the Authority and perform all other duties incident to this office.

Section 3. Vice-Chairman. The Vice-Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman and in case of the resignation or death of the Chairman, the Vice-Chairman shall perform such duties as are imposed on the Chairman until such time as the Authority shall elect a new Chairman.

Section 4. Secretary. The Secretary shall keep the records of the Authority, shall act as Secretary at the meetings of the Authority, and record all votes and keep a record of the minutes of the Authority and shall perform all duties incident to this office. The Secretary shall keep in safe custody the seal of the Authority and shall have the power to affix such seal to all contracts and instruments authorized to be executed by the Authority.

Section 5. Election of Officers. The officers of the Authority shall be elected at the annual meeting of the Authority from among the Commissioners of the Authority, and shall hold office for one year or until their successors are elected and qualified. In case of the absence or incapacity or both the Chairman and Vice-Chairman, the other Commissioners of the Authority may elect an Acting Chairman to serve during the period of absence or incapacity of the Chairman and Vice-Chairman.

Section 6. Attendance-Removal. Should any Commissioner miss three consecutive regular meetings without being excused by the remaining Commissioners, the office shall be declared vacant and filled in accordance with these Bylaws.

Section 7. Vacancies of Office. Should the offices of Chairman and Vice-Chairman become vacant, the Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office.

Should the office of any Commissioner be declared vacant, the Commissioners Court of Hidalgo County shall appoint a replacement.

ARTICLE IV – EXECUTIVE DIRECTOR

Section 1. Appointment- Duties. The Board of Commissioners shall appoint an Executive Director of the Authority who shall have general supervision over the administration of the business and affairs of the Authority, subject to the direction of the Board of Commissioners of the Authority. The Executive Director shall have primary responsibility for management of the housing projects of the Authority and supervision of personnel. The Executive Director shall also serve as Secretary of the Board of Commissioners.

Section 2. Other Duties. The Executive Director shall have primary responsibility for the care, custody and management of all funds of the Authority and shall deposit the same in such bank or banks as the Board of Commissioners of the Authority may select. The Executive Director shall prepare all orders and checks for the payment of money and shall pay out and disburse such money under the direction of the Board of Commissioners of the Authority. Except as otherwise authorized by Resolution of the Authority, all such orders and checks shall be signed by the Executive Director and one other member of the Board of Commissioners. The Executive Director shall keep regular books of account showing receipts and expenditures and shall render to the Board of Commissioners of the Authority, at each regular meeting (or more often if requested), an account of the transactions and financial condition of the Authority.

Section 3. Bond. The Executive Director and all other employees responsible for handling Authority funds shall give such bond for the performance of their duties as required by the Board of Commissioners and in accordance with any applicable laws.

Section 4. Compensation. The compensation of the Executive Director shall be determined by the Board of Commissioner of the Authority.

ARTICLE V – ADDITIONAL EMPLOYEES

The Authority may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Housing Authorities Law of the State of Texas, and all other applicable laws. The selection and compensation such personnel shall be determined by the Authority subject to applicable laws.

ARTICLE VI – MEETINGS

Section 1. Regular Meetings. The Board of Commissioners of the Authority shall have at least one regular meeting each month on the last Wednesday at such time and at such locations as determined by the Chairman of the Board of Commissioners. If such date falls on a legal holiday, the meeting shall be re-scheduled by the Chairman of the Board of Commissioners.

Section 2. Annual Meetings. The annual meeting of the Board of Commissioners of the Authority shall be held on the last Wednesday of May each year at such time and at such locations as determined by the Chairman of the Board of Commissioners. If such date falls on a legal holiday, the annual meeting shall be rescheduled by the Chairman of the Board of Commissioners.

Section 3. Special Meeting. The Chairman of the Board of Commissioners may call Special Meetings as necessary for the conduct of Authority business and shall call a Special Meeting at the request of the at least three members of the Board of Commissioners, such meeting to be held within seven (7) days of such request.

Section 4. Quorum. A quorum at any meeting shall consist of three Commissioners present and voting.

ARTICLE VII – ANNUAL BUDGET AND AUDIT

A. ANNUAL BUDGET:

The Board of Commissioners shall adopt a budget for the forthcoming year at the annual meeting subject to the following restrictions:

1. No expenditure may be approved or authorized which is inconsistent with these Bylaws or applicable law or regulations.
2. Budget expenditures shall not exceed funds available for the forthcoming year.

B. FINANCIAL AUDIT:

At the annual meeting, the Board shall select a certified public accountant to provide an annual audit report for the preceding year. The audit shall be due on or before August 30 of each year unless extended by the Board.

ARTICLE VIII – RESTRICTIONS ON COMMISSIONERS AND EMPLOYEES

Section 1. Interested Commissioners or Employees. No Commissioner or employee of this Authority shall acquire any interest direct or indirect in any housing project or in any property included or planned to be included in any project, nor any

interest or indirect in any contract or proposed contracts for materials or services to be furnished or used in connection with any housing project. If any Commissioner or employee of the Authority owns or controls an interest direct or indirect in any property included or planned to be included in any housing project, the Commissioner or employee immediately shall disclose the same in writing to the Authority and such disclosure shall be entered upon the minutes of the Authority. Failure to so disclose such interest shall constitute misconduct in office.

Section 2. Removal of Commissioners. For inefficiency or neglect of duty or misconduct in office, a Commissioner of the Authority may be removed by the Commissioners Court of Hidalgo County, but a Commissioner shall be removed only after being given a copy of the charges at least ten (10) days prior to hearing thereon and provided with an opportunity to be heard in person or by counsel. In the event of the removal of any Commissioner, a record of the proceedings, together with the charges and findings thereon, shall be filed in the office of the County Clerk of Hidalgo County.

ARTICLE IX – POWERS OF AUTHORITY

The Authority shall constitute a public body corporate and politic exercising public and essential governmental functions, and having all the powers necessary or convenient to carry out and effectuate its purposes including the following powers in addition to others herein granted:

Section 1. To sue and to be sued; to have a seal and to alter the same at pleasure; to have perpetual succession; to make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the Authority; and to make and from time to time amend and repeal ByLaws, rules, and regulations, not in

consistent with applicable law, to carry into effect the powers and purposes of the Authority.

Section 2. Within Hidalgo County: to prepare, carry out, acquire, lease, and operate housing projects; to provide for the construction, reconstruction, improvement, alteration, or repair of any housing project or any part thereof.

Section 3. To arrange or contract for the furnishing by any person or agency, public or private, of services, privileges, works, or facilities for, or in connection with, a housing project or the occupants thereof; and (notwithstanding anything to the contrary contained in any applicable law) to include in any contract in connection with a project, stipulations requiring that the contractor and any subcontractors comply with the requirements as to minimum wages and maximum hours of labor, and comply with any conditions which the Federal Government may have attached to financial aid of the project.

Section 4. To lease or rent any dwellings, houses, accommodations, lands, buildings, structures, or facilities embraced in any housing project and to establish and revise the rents or changes therefore; to own, hold, and improve real or personal property; to purchase, lease, obtain options upon, acquire by gift, grant, request, devise, or otherwise any real or personal property or any interest therein; to acquire by the exercise of the power of eminent domain any real property; to sell, lease, exchange, transfer, assign, pledge, or dispose of any real or personal property or any interest therein, to insure or provide for the insurance of any real or personal property or operations of the Authority against any risks or hazards; to procure insurance or guarantees from the Federal Government of the payment of any debts or parts thereof (whether or not incurred

by said Authority) secured by mortgages on any property included in any of its housing projects.

Section 5. To invest any funds held in reserves or sinking funds, or any funds not required for immediate disbursement, in property or securities in which savings banks may legally invest funds subject to their control; to purchase its bonds at a price not more than the principal amount thereof and accrued interest, all bonds so purchased to be cancelled.

Section 6. Within Hidalgo County: to investigate into living, dwelling, and housing conditions and into the means and methods of improving such conditions; to determine where slum areas exist or where there is a shortage of decent, safe, and sanitary dwelling accommodations for persons of low income; to make studies and recommendations relating to the problem of clearing, replanning, and reconstructing of slum areas, and the problem of providing dwelling accommodations for persons of low income, and to cooperate with the State of Texas or any political subdivision thereof in action taken in connection with such problems; and to engage in research, studies and experimentation on the subject of housing.

Section 7. Acting through one or more Commissioners or other person or persons designated by the Authority; to conduct examinations and investigations and to hear testimony and take proof under oath at public or private hearings on any matter material for its information; to administer oaths, issue subpoenas requiring the attendance of witnesses or the production of books and papers and to issue commissions for the examination of witnesses who are outside the State or unable to attend before the Authority, or excused from attendance; to make available to appropriate agencies

(including those charged with the duty of abating or requiring the correction of nuisances or like conditions, or of demolishing unsafe or unsanitary structures within its area of operation) its findings and recommendations with regard to any building or property where conditions exist which are dangerous to the public health, morals, or safety or welfare.

Section 8. To exercise all or any part or combination of powers granted by law.

ARTICLE X – OPERATION NOT FOR PROFIT

It is hereby declared to be the policy of the Authority to manage and operate its housing projects in an efficient manner so as to enable the Authority to fix the rentals for dwelling accommodations at the lowest possible rates consistent with providing decent, safe and sanitary dwelling accommodations. The Authority shall not construct or operate any such project for profit, or as a source of revenue to Hidalgo County. To this end, the Authority shall fix the rentals for dwellings at no higher rates than necessary in order to produce revenues which (together with all other available moneys, revenues, income, and receipts from whatever sources derived) will be sufficient (a) to pay, as the same become due, the principal and interest on the bonds of the Authority; (b) to meet the cost of, and to provide for, maintaining and operating the projects (including the cost of any insurance) and the administrative expenses of the Authority; and (c) to create (during not less than six (6) years immediately succeeding its issuance of any bonds) a reserve sufficient to meet the largest principal and interest payments which will be due on such bonds in any one year thereafter and to maintain such reserve.

ARTICLE XI – RENTALS AND TENANT SELECTION

In the operation or management of housing projects the Authority shall at all times observe the following duties with respect to rentals and tenant selection:

(a) Rent or lease dwelling accommodations only to persons of low income and at rentals within the financial reach of such persons.

(b) Rent or lease to a tenant dwelling accommodations consisting of the number of rooms (but no greater number) deemed necessary to provide safe and sanitary accommodations to the proposed occupants thereof, without overcrowding.

(c) Not accept any person as a tenant if the person or persons who would occupy the dwelling accommodations have an aggregate annual income in excess of five (5) times the annual rental of the quarters to be furnished such person or persons except that in the case of families with three (3) or more minor dependents such ratio shall not exceed six to one; in computing the rental for this purpose of selecting tenants, there shall be included in the rental the average annual cost to the occupants, of heat, water, electricity, gas, cooking range, and other necessary services or facilities, whether or not the charge for such services and facilities is in fact included in the rental.

ARTICLE XII – EMINENT DOMAIN

The Authority shall have the right to acquire by the exercise of the power of eminent domain any interest in real property, including a fee simple title thereto, deemed necessary for its purposes after the adoption of a resolution declaring that the acquisition of the real property described therein is necessary for such purposes.

ARTICLE XIII – BONDS

The Authority shall have power to issue bonds from time to time in its discretion, for any of its corporate purposes. The Authority shall also have power to issue refunding bonds for the purpose of paying or retiring bonds previously issued by it. The Authority may issue such types of bonds as it may determine, including bond on which the principal and interest are payable; (a) exclusively from the income and revenues of the housing project financed with proceeds of such bonds, or with such proceeds together with a grant from the Federal Government in aid of such project; (b) exclusively from the income and revenues of certain designated housing projects whether or not they were financed in the whole or in part with the proceeds of such bonds; or (c) from its revenues generally. Any of such bonds may be additionally secured by a pledge of any revenues or a mortgage of any housing project, projects, or other property of the Authority.

Neither the Commissioners of the Authority nor any person executing the bonds shall be liable personally on the bonds by reason of the issuance thereof. The Bonds and other obligations of the Authority (and such bonds and obligations shall so state on their face) shall not be debt of the County of Hidalgo, the State of Texas or any political subdivision thereof, and neither nor the County of Hidalgo nor the State of Texas or any political subdivision thereof shall be liable thereon, nor in any event shall such bonds or obligations be payable out of any funds or properties other than those of the Authority. The bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

ARTICLE XIV – ORDER OF BUSINESS

Section 1. ORDER OF BUSINESS. At all regular meetings of the Authority, the following shall be the order of business.

a. Roll Call
b. Reading and Approval of Minutes of the Previous Meeting
c. Report of transactions and financial condition
d. Reports of Officers & Committees
e. Additional Agenda items
f. Executive Session (if authorized)
g. Adjournment

Section 2. RESOLUTIONS. All resolutions shall be in writing and shall be in writing and shall be copied into the minutes, which shall be kept by the Secretary.

Section 3. MANNER OF VOTING. Voting on all questions shall be by roll call, the votes by yeas and nays being entered upon the minutes of each meeting.

ARTICLE XV – AMENDMENTS

The ByLaws of the Authority shall be amended only with the approval of at least three (3) members of the Authority at a regular or special meeting, but no such amendment shall be adopted, unless the proposed amendment is submitted in writing, to all members of the Authority, at least 7 days before such meeting.

ADOPTED with amendments approved by the Board of Commissioners of the Housing Authority of the County of Hidalgo, Texas on the 6th day of April, 2011.

ATTEST:

William "Billy" Leo
Chairman

Mike Lopez,
Secretary

EQUAL HOUSING OPPORTUNITY

THE HOUSING AUTHORITY OF THE COUNTY OF HIDALGO

MAIN OFFICE

1800 N. TEXAS BLVD.
WESLACO, TEXAS 78599
(956) 969-5866
FAX (956) 969-5863
TDD-TTY (956) 968-2567

RECEIVED
APR - 4 2017
COUNTY JUDGE

April 3, 2017

Honorable Ramon Garcia
Hidalgo County Judge
100 East Cano Street, 2nd Floor
Edinburg, Texas 78539

Dear Judge Garcia:

The term of Mr. Eloy Avila to the Housing Authority of the County of Hidalgo Board of Commissioners is due to expire May 4, 2017.

Mr. Avila is requesting to be reappointed. He continues to do an outstanding job on the Board and is currently the Board Chairman. I appreciate your attention to this matter at your earliest convenience. Thank you.

Sincerely,

Mike Lopez,
Executive Director

ML/dq

cc: Mr. Eloy Avila

AI-59930 **District Attorney** **6. A.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

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

BACKGROUND

Approval to reallocate funds within the DVSP categorical budget.
This will allocate funds but will not increase or decrease the amount of the grant.
Approval to accept grant AI#51339 9/29/2015.

Fiscal Impact

CALENDAR YEAR: SEE BELOW **ACCT. #:** 7-1281-412-00-080-18-6-XXX

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

BUDGETARY IMPACT:

Funds available as of 5/19/2017.

Grant Fiscal Year: 2016
County Calendar Year: 2017

Program Fund: WF - Violence Against Women Formula Grant - OOG

Attachments

Original Budget
Proposed Budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/30/2017 04:27 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Ramiro Sendejo		Started On: 05/19/2017 02:55 PM
Final Approval Date: 06/09/2017		

Print This Page

Agency Name: Hidalgo County
Grant/App: 2931302 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County Domestic Violence Specialty Prosecutor
Status: Active Grant

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Advocate	Exsisting position-The Victim Advocate will provide support services to victim participating in the prosecution process. The victim advocate will provide victims with safety plan, referrals for protective orders, court accompaniment, registration with VINE, notification of court proceedings, assistance filing crime victims compensation, victim impact statement, and restitution information. He/she will explain victims rights as per Chapter 56 of the Texas Criminal Code of Procedure. The advocate will offer emotional support, crisis intervention services and	$32,326.72	$17,406.70	$0.00	$0.00	$49,733.42	100

		referrals to counseling. Base Salary: $36,209.51 + Fringe Benefits $13,523.91 = $49,733.42 Fringe Benfits Breakdown= Health Insurance $6300.00, Life Insurance $33.56 ,FICA $2,770.03, Retirement $4,153.23, Unemployment $217.26, Workers Comp $39.83 (M.R.)						
Personnel	Assistant	Administrative Assistant- will work with the prosecutor in preparing court docket, case files, imput data in odyssey. File cases, make copies, phone calls and assist prosecutor in daily office duties.Base Salary: $19,604.84 + Fringe Benefits $10,231.20 = $29,836.04 Fringe Benfits Breakdown= Health Insurance $6,300.00, Life Inusurance $43.56 ,FICA $1,499.17, Retirement $2,248.68 Unemployment $117.63, Workers Comp $21.57 (D.H.)	$19,393.43	$10,442.61	$0.00	$0.00	$29,836.04	100
Supplies and Direct	Cellular, Fax, Pager, and/or	Three office phones.	$780.00	$420.00	$0.00	$0.00	$1,200.00	0

Operating Expenses	Office Telephone							
Equipment	Desktop System and Accessories	Computer, Monitor and Printer for new assistant.	$845.00	$455.00	$0.00	$0.00	$1,300.00	1
Travel and Training	In-State Incidentals and/or Mileage	Mileage and Incidentals for the Assistant, Advocate and Attorney to travel and attend seminars/training for Victim Services. Mileage rate at $0.535 per mile. One round trip to Dallas approximately 996 miles and one round trip to Austin approximately 596 miles; plus incidentals.	$565.50	$304.50	$0.00	$0.00	$870.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Travel to attend seminars in order to meet the required CLE hours for attorney. Also travel for the Assistant, Advocate and Attorney to attend seminars/training for Victim Services. Training to be attended: the "2017 Conference on Crimes Against Women," in Dallas, TX and "Prosecutor Trial Skills Course," in Austin, TX.	$3,900.00	$2,100.00	$0.00	$0.00	$6,000.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture	Locking File Cabinet	$78.87	$42.46	$0.00	$0.00	$121.33	0

	($5,000 or less per unit)							
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies -- paper, pens, pads, printing of business cards, folders, paper clips, post-it, calculator.	$1,221.13	$657.54	$0.00	$0.00	$1,878.67	0
Equipment	Photographic Equipment and Accessories (Valued $1,000 or over)	Camera to document injuries.	$650.00	$350.00	$0.00	$0.00	$1,000.00	1
Equipment	Printer, Fax, and/or Scanner Equipment and Accessories ($5,000 or less per unit)	Scanner for new employee.	$325.00	$175.00	$0.00	$0.00	$500.00	1
Personnel	Prosecutor	Existing Position- The Specialty Prosecutor will be prosecuting cases within the Domestic Violence Unit in the Hidalgo County Criminal District Attorney's Office. Duties of the prosecutor will include case screening, consulting with victim advocate, coordinating with local police departments, planning of police training sessions and oversight of the the Domestic Violence Unit. The Specialty Prosecutor and the Victim	$54,651.21	$29,427.57	$0.00	$0.00	$84,078.78	100

		Advocate will interact with community based victim service organizations, the local domestic violence shelter, and local law enforcement agencies. He/She will assist in coordinating a community response for domestic violence incidents. He/She will work directly with victim throughout the prosecution process to help victims have a favorable court experience. The Specialty Prosecutor will also collaborate with the probation department and the Hidalgo County Family Violence Task Force. . Base Salary: $64,871.25 + Fringe Benefits $19,207.53 = $84,078.78 Fringe Benefits Breakdown= Health Insurance $6,300.00, Life Insurance $43.56,FICA $4,962.65, Retirement $7,440.73, Unemployment $398.23 , Workers Comp $71.36 (J.D.)						

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

Print This Page

Agency Name: Hidalgo County
Grant/App: 2931302 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County Domestic Violence Specialty Prosecutor
Status: Pending Grantee Certification

New Proposed Budget

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Advocate	Exsisting position-The Victim Advocate will provide support services to victim participating in the prosecution process. The victim advocate will provide victims with safety plan, referrals for protective orders, court accompaniment, registration with VINE, notification of court proceedings, assistance filing crime victims compensation, victim impact statement, and restitution information. He/she will explain victims rights as per Chapter 56 of the Texas Criminal Code of Procedure. The advocate will offer emotional support, crisis intervention services and	$32,326.72	$17,406.70	$0.00	$0.00	$49,733.42	100

		referrals to counseling. Base Salary: $36,209.51 + Fringe Benefits $13,523.91 = $49,733.42 Fringe Benfits Breakdown= Health Insurance $6300.00, Life Insurance $33.56 ,FICA $2,770.03, Retirement $4,153.23, Unemployment $217.26, Workers Comp $39.83 (M.R.)						
Personnel	Assistant	Administrative Assistant- will work with the prosecutor in preparing court docket, case files, imput data in odyssey. File cases, make copies, phone calls and assist prosecutor in daily office duties.Base Salary: $19,604.84 + Fringe Benefits $10,231.20 = $29,836.04 Fringe Benfits Breakdown= Health Insurance $6,300.00, Life Inusurance $43.56 ,FICA $1,499.17, Retirement $2,248.68 Unemployment $117.63, Workers Comp $21.57 (D.H.)	$19,393.43	$10,442.61	$0.00	$0.00	$29,836.04	100
Supplies and Direct	Cellular, Fax, Pager, and/or	Three office phones.	$780.00	$420.00	$0.00	$0.00	$1,200.00	0

Operating Expenses	Office Telephone							
Equipment	Desktop System and Accessories	Computer, Monitor and Printer for new assistant.	$845.00	$455.00	$0.00	$0.00	$1,300.00	1
Equipment	Furniture	10 HON CHAIRS	$1,430.00	$770.00	$0.00	$0.00	$2,200.00	10
Travel and Training	In-State Incidentals and/or Mileage	Mileage and Incidentals for the Assistant, Advocate and Attorney to travel and attend seminars/training for Victim Services. Mileage rate at $0.535 per mile. One round trip to Dallas approximately 996 miles and one round trip to Austin approximately 596 miles; plus incidentals.	$565.50	$304.50	$0.00	$0.00	$870.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Travel to attend seminars in order to meet the required CLE hours for attorney. Also travel for the Assistant, Advocate and Attorney to attend seminars/training for Victim Services. Training to be attended: the "2017 Conference on Crimes Against Women," in Dallas, TX and "Prosecutor Trial Skills Course," in Austin, TX.	$3,900.00	$2,100.00	$0.00	$0.00	$6,000.00	0
Supplies and	Internet	DATACARD	$130.00	$70.00	$0.00	$0.00	$200.00	0

Direct Operating Expenses	Access Services							
Supplies and Direct Operating Expenses	Laptop System and Accessories ($5,000 or less per unit)	LAPTOP	$585.00	$315.00	$0.00	$0.00	$900.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture ($5,000 or less per unit)	Locking File Cabinet	$78.87	$42.46	$0.00	$0.00	$121.33	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies -- paper, pens, pads, printing of business cards, folders, paper clips, post-it, calculator.	$1,221.13	$657.54	$0.00	$0.00	$1,878.67	0
Equipment	Photographic Equipment and Accessories (Valued $1,000 or over)	Camera to document injuries.	$650.00	$350.00	$0.00	$0.00	$1,000.00	1
Equipment	Printer, Fax, and/or Scanner Equipment and Accessories ($5,000 or less per unit)	Scanner for new employee.	$325.00	$175.00	$0.00	$0.00	$500.00	1
Personnel	Prosecutor	Existing Position- The Specialty Prosecutor will be prosecuting cases within the Domestic Violence Unit in the Hidalgo County Criminal District Attorney's Office. Duties of the prosecutor will include case screening,	$52,506.21	$28,272.57	$0.00	$0.00	$80,778.78	100

		consulting with victim advocate, coordinating with local police departments, planning of police training sessions and oversight of the the Domestic Violence Unit. The Specialty Prosecutor and the Victim Advocate will interact with community based victim service organizations, the local domestic violence shelter, and local law enforcement agencies. He/She will assist in coordinating a community response for domestic violence incidents. He/She will work directly with victim throughout the prosecution process to help victims have a favorable court experience. The Specialty Prosecutor will also collaborate with the probation department and the Hidalgo County Family Violence Task Force. . Base Salary: $64,871.25 + Fringe Benefits $19,207.53 =							

		$84,078.78 Fringe Benefits Breakdown= Health Insurance $6,300.00, Life Insurance $43.56,FICA $4,962.65, Retirement $7,440.73, Unemployment $398.23 , Workers Comp $71.36 (J.D.)						

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

AI-60160 **County Clerk** **7. A.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Sandra Solis, COUNTY CLERK

Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

Approval to select names for the 2017 Grievance Committee, pursuant to Texas Local Government Code Section 152.015.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/06/2017 04:48 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Sandra Solis		Started On: 06/06/2017 04:41 PM
Final Approval Date: 06/09/2017		

AI-60191 **County Clerk** **7. B.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Arturo Guajardo, COUNTY CLERK **Submitted By:** Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

Discussion and action approving the Resolution to transfer the City of Alton duties as local registrar to the Clerk of the County of Hidalgo, Texas.

BACKGROUND

Similar action taken on 3/21/2017 for Justice of the Peace 2, Place 2.

Fiscal Impact

Attachments

Resolution
backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/07/2017 04:48 PM
Linda Flores	Linda Flores	06/08/2017 11:09 AM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Sandra Solis		Started On: 06/07/2017 04:21 PM
Final Approval Date: 06/09/2017		

CITY OF ALTON

HIDALGO COUNTY, TEXAS

RESOLUTION
2015-08-0324R

A RESOLUTION OF THE CITY OF ALTON PROVIDING FOR THE TRANSFERRING AND CONSOLIDTATION OF VITAL STATISTIC RECORDS TO THE HIDALGO COUNTY CLERKS OFFICE VITAL STATISTICS OFFICE.

WHEREAS, Section 191.022, Subsection (b) Texas Health and Safety Code, provides that municipal clerk or City Secretary is the local registrar of births and deaths in a municipality with a population of 2,500 or more;

WHEREAS, Section 191.023, Subsection (a) provides that the duties imposed by law relating to the maintenance of birth and death records of a municipality with a population of 2,500 or more may be transferred to the county in which the municipality is located;

WHEREAS, the County Office, in accordance with Section 191.023, subsection (b) has attested that the office of the Hidalgo County Clerk has sufficient resources and finances to assume those duties;

WHEREAS, the Office of the City Secretary for City of Alton, Hidalgo County, Texas desires to consolidate the birth, death, and fetal death records of the municipality and Hidalgo County by complying with Section 191.023, Subsection (b) which requires that the municipality adopt a concurring resolution agreeing to the transfer and timetable established, said resolution was considered at the March 24, 2015 regular meeting of the City of Alton Council Meeting; and

WHEREAS, the citizens of Alton would be better served by having all birth and death records in a central location.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ALTON, TEXAS, THAT:

Effective March 24, 2015, the Hidalgo County Clerk's Office of Hidalgo County, Texas and the Commissioner Court of Hidalgo County, Texas hereby accept the consolidation and transfer of the maintenance of birth and death records of the City of Alton, a municipality having a population of more than 2,500 and all duties imposed by Title 3 of Texas Health and Safety Code related thereto.

RESOLUTION READ, APPROVED, AND PASSED BY A VOTE of 5 ayes and 0 nays ON THIS THE 24th day of MARCH, 2015, at a REGULAR AND DULY CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF ALTON TEXAS, at which a Quorum was present and which was held in accordance with Chapter 551, of the Texas Government Code.

CITY OF ALTON

Honorable Salvador Vela, Mayor

ATTEST:

Baudelia Rojas TRMC|CPM
City Secretary

CITY OF ALTON
TEXAS

CITY OF ALTON

City On The Grow

509 S Alton Blvd. Alton, TX 78573-1196 • Office (956) 432-0760 • Fax (956) 432-0766

Salvador Vela
Mayor

Arturo Galvan Jr.
Mayor Pro Tem
Ricardo Garza
Commissioner
Richard Arevalo
Commissioner
Emilio Cantu, Jr.
Commissioner

Jorge Arcaute
City Manager

June 8, 2017

Arturo Guajardo Jr, County Clerk
Hidalgo County Clerk's Office
Vital Statistics Department
PO Box 58
Edinburg TX 78539

RE: TRANSFERRING OF VITAL STATISTIC RECORDS

Dear Mr. Guajardo:

The Alton City Commission approved Resolution 2015-08-0324R approving the transfer and consolidation of vital statistic records to the Hidalgo County Clerks Vital Statistics office. The City of Alton would be better served by having all birth and deaths records in a central location and therefore accept the consolidation and transfer of all City of Alton Vital records.

If you should have any questions, please feel free to contact me at (956) 432-0760.

Sincerely,

Jorge Arcaute
City Manager

"This institution is an equal opportunity provider and employer."

AI-60113 **Constable Pct. #1** **8. A.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1:
Requesting approval to process the following invoice as claims with authority for County Treasurer to issue payment to Border Animal Hospital , P.C. after review, audit, and processing procedures are completed by County Auditor, for the amount of $442.18, under PO No 762493.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-291-001-0-339

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

BUDGETARY IMPACT:

Funds available as of 06/06/2017, through PO No 762493.

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/02/2017 03:08 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Joe Espinoza		Started On: 06/02/2017 02:00 PM
Final Approval Date: 06/09/2017		

INVOICE

Border Animal Hospital

617 S. International Blvd.
Weslaco, TX 78596
956-968-3858

Your Pet. Our Passion. Helping your pets live healthier lives.

FOR: Hidalgo County Constables
1902 JOE STEPHENS
SUITE 303
Weslaco, TX 78596
(956) 447-3775

Printed: 06-02-17 at 2:10p
Date: 05-18-17
Account: 45388

Invoice: 414351

Date	For	Qty	Description	Price	Discount	Net Price
05-18-17	ZANDER		Vaccinations			0.00
05-18-17			Bloodwork			0.00
05-18-17		1	VACCINATION EXAM w/FECAL			10.00
05-18-17		1	4DX HEARTWORM EXAM			39.94
05-18-17		1	CANINE RABIES ANNUAL			15.00
05-18-17		1	CANINE DHLPP ANNUAL			25.00
05-18-17		1	BORDETELLA (INTRANASAL)			19.50
05-18-17		12	HEARTGARD PLUS 51-100 LBS B			113.75
05-18-17		4	BRAVECTO 44-88 LBS BLUE			218.99

Old balance	Charges	Payments	New balance
119.94	442.18	0.00	562.12

Reminders for: **ZANDER** (Weight: 51.5 lbs - 4y)

		Last done
05-21-18	BRAVECTO 44-88LBS (1000MG)	05-18-17
05-18-18	CANINE RABIES ANNUAL	05-18-17
05-18-18	CANINE DHLPP ANNUAL	05-18-17
05-18-18	BORDETELLA (INTRANASAL)	05-18-17
05-18-18	4DX HEARTWORM TEST	05-18-17
05-13-18	HEARTGARD PLUS CHEW 51-100LB (	05-18-17

Doctor's Instructions

CANINE RABIES ANNUAL

Go to www.borderanimalhospital.com and sign up for a Pet Portal and Don't forget to Like us on facebook.

AI-60112 **Constables** **8. B.**

CC - REGULAR

Meeting Date: 06/13/2017

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

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1:
Authorization and approval to apply for the 2017 COPS Hiring Program (CHP) grant with the Office of Community Oriented Policing Services (COPS), U.S. Department of Justice.

BACKGROUND

The grant will provide 75 percent of the approved entry-level salaries and fringe benefits of each newly hired and/or rehired full-time officer, up to $125,000 per officer position, over the three year (36 month) grant period. CHP grants may be used to (1) hire new officers (including existing vacancies that are no longer funded in an agency's budget); (2) rehire officers already laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions unrelated to the receipt of grant funding; and/or (3) rehire officers scheduled to be laid off by the grantee's jurisdiction on a specific future date as a result of state, local, or BIA budget reductions unrelated to the receipt of grant funding. The application packages for the FY2017 COPS grant is due July 10, 2017 7:59 PM EDT.

Cost to the County (Cash Match):
Year 1: $15,686.18 (25%)
Year 2: $16,461.56 (25%)
Year 3: $44,301.24 (60.80%)
Retention Period (12 months): $76,430.00 (100%)

Fiscal Impact

Attachments

Grant Description
Cost Analysis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/02/2017 01:40 PM
Ivan Cantu	Ivan Cantu	06/09/2017 10:56 AM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Joe Espinoza		Started On: 06/02/2017 01:27 PM
Final Approval Date: 06/09/2017		

NOW OPEN:

The COPS Hiring Program (CHP)
funds the hiring and rehiring of entry-level career law enforcement officers.

Apply for this year's CHP grant by July 10th 4:59 PM EDT.

The Fiscal Year 2017 COPS Hiring Program (CHP) is a competitive solicitation, **open** to all **state, local, and tribal law enforcement agencies** with primary law enforcement authority.

Approximately $137 million in funding is available for FY 2017 CHP. CHP **provides funding to hire and re-hire entry level career law enforcement officers** in order to preserve jobs, increase community policing capacities and support crime prevention efforts.

CHP grants may be used to (1) *hire new officers* (including existing vacancies that are no longer funded in an agency's budget); (2) *rehire officers already laid off by any jurisdiction* as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions unrelated to the receipt of grant funding; and/or (3) *rehire officers scheduled to be laid off by the grantee's jurisdiction* on a specific future date as a result of state, local, or BIA budget reductions unrelated to the receipt of grant funding.

Highlights for this year's COPS Hiring Program:

- Funds the number of **officer positions equal to 5% of your actual sworn force strength** (up to a maximum of 15 officers for agencies with a service population of less than 1 million; or, up to a maximum of 25 officers for agencies with a service population of over 1 million)
- Provides **75 percent of the approved entry-level salaries and fringe benefits** of each newly hired and/or rehired full-time officer, up to $125,000 per officer position, over the three year (36 month) grant period
- Requires you to **identify a specific crime and disorder problem/focus area** and explain how CHP funding will be used to implement community policing approaches to that problem/focus area. **Additional consideration will be given** to applicants who select the following problem/focus areas:
  - **Violent Crime**
  - **Homeland Security Problems**
  - **Illegal Immigration**

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

How to Apply

STEP 1: Register at www.Grants.gov and complete an SF-424.

DIRECTOR'S CORNER
Blue Alert
RESOURCE CENTER
community policing Dispatch
Supporting Safe Schools

Tweets by @COPSOffice

COPS Office
@COPSOffice
Are you a #CPDispatch subscriber? If not, sign up to receive email updates from the COPS Office:
cops.usdoj.gov/html/dispatch/...
#CommunityPolicing

Dispatch

Embed View on Twitter

The Grants.gov funding code for this solicitation is: COPS-HIRING-PROGRAM-APPLICATION-2017. For technical assistance with the SF-424, call the Grants.gov Contact Center at 800-518-4726 or email support@Grants.gov.

STEP 2: Once you submit the SF-424, you will receive an email from the COPS Office with instructions on completing the second part of the CHP application. Follow the instructions in the email.

If you need to renew your COPS Office Account Access information, contact us at AskCopsRC@usdoj.gov or 800-421-6770.

It is **strongly recommended** that applicants **register immediately on Grants.gov**. In addition, applicants are strongly encouraged to complete the SF-424 as quickly as possible. Any delays in registering with **Grants.gov** or submitting the SF-424 may result in insufficient time for processing your application.

Please Note: *To apply for funding, applicants must have a DUNS number (DUNS numbers are required of all agencies requesting federal funding) and have an active registration with the System for Award Management (SAM) database. SAM replaces the Central Contractor Registration (CCR) database as the repository for standard information about federal financial assistance applicants, recipients, and subrecipients.* ***Applicants must update or renew their SAM registration annually to maintain an active status.*** *Please see the CHP Application Guide for more details.*

Program Documents

- **Application Guide**
- **Agency Portal Grants Management User Manual**
- **FAQ's**
- **MOU Fact Sheet**
- **Pre Award Fact Sheet**

COPS Hiring Program: 2016 - 2012

HIDALGO COUNTY

Department Of Budget & Management

CONSTABLE PRECINCT 1

2017 COPS Hiring Program (CHP)

Salary	Year 1	Year 2	Year 3	Retention Period (12 months)
Base Salary	44,577.00	45,914.31	48,439.16	54,147.26
Step Increase	-	1,114.00	4,131.00	1,246.00
3 % COLA	1,337.31	1,410.85	1,577.10	1,661.80
Total Salary:	**$ 45,914.31**	**$ 48,439.16**	**$ 54,147.26**	**$ 57,055.06**

Fringe Benefits	Rates				
Health Insurance	$6,300.00	6,300.00	6,300.00	6,300.00	6,300.00
Life Insurance	$43.56	43.56	43.56	43.56	43.56
FICA	7.65%	3,512.44	3,705.60	4,142.27	4,364.71
Retirement	11.47%	5,266.37	5,555.97	6,210.69	6,544.22
Unemployment Comp.	0.60%	275.49	290.63	324.88	342.33
Workers Comp.	3.12%	1,432.53	1,511.30	1,689.39	1,780.12
Total Fringe Benefits:		**$16,830.39**	**$17,407.06**	**$18,710.80**	**$19,374.94**

Total Compensation:	**$ 62,744.70**	**$ 65,846.22**	**$ 72,858.06**	**$ 76,430.00**

2017 CHP Award (75%, up to $125,000.00 per officer)	**$ 47,058.52**	**$ 49,384.66**	**$ 28,556.82**	**$ -**
Percentage	**75.00%**	**75.00%**	**39.20%**	**0.00%**

County Cash Match (25%, anything in excess of $125,000.00)	**$ 15,686.18**	**$ 16,461.56**	**$ 44,301.24**	**$ 76,430.00**
Percentage	**25.00%**	**25.00%**	**60.80%**	**100.00%**

AI-60114 **8. C.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Precinct 4:
Discussion, consideration, and approval to appoint Jessica Marroquin and Mari D. Solis as Reserve Deputy Constables by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.012.

BACKGROUND

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

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Fiscal Impact

Attachments

Local Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/02/2017 02:23 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Nayla Munoz		Started On: 06/02/2017 02:14 PM
Final Approval Date: 06/09/2017		

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

§ 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with
a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than
$500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed

on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of
office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995; Acts 2005, 79th Leg., ch. 1094, § 18, eff. Sept. 1, 2005.

§ 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred
by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 954, § 1, eff. June 18, 2005.

§ 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office

by the judge of the district court in the manner provided by law for
the removal of county officers.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

§ 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the

consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

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

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of

full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, § 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

§ 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, § 1, eff. Jan. 1, 1998.

§ 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

AI-60273 **Sheriff's Office** **9. A.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Joel Rivera, SHERIFF DEPT.

Submitted By: Erica Chapa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Discussion, consideration, and approval to appoint Yesenia R. Hernandez, student at University of Texas at Rio Grande Valley as an intern under the Hidalgo County Sheriff's Office Law Enforcement Internship Program for the period of 06/2017 to 07/2017.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

INTERN.DOC

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/09/2017 02:42 PM
Budget & Management	Veronica Ortiz	06/09/2017 02:52 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Erica Chapa		Started On: 06/09/2017 02:25 PM
Final Approval Date: 06/09/2017		

Hidalgo County Sheriff's Office Law Enforcement Internship Program

Applicant: _____

Eligibility criteria:

- — 18 years of age. DL#_____
- — In good academic standing at the school they are attending (if applicable).
- — Legally authorized to work in the United States.
- — Must not have any convictions of a misdemeanor above a Class B, and/or a crime of moral, or a felony.
- — Subject to a criminal history check.
- — Memorandum of Understanding with the education institution must be on file with the Sheriff's Office (if applicable).

Internship Program Participation Assignment:

- ☐ **Internal Affairs**
- ☐ **Academy Training Facility**
- ☐ **Communications**
- ☐ **Patrol**
- ☐ **Civil Process**
- ☐ **Investigations**
- ☐ **Crime Scene Specialist & Evidence/Property**
- ☐ **Detention Facility**
- ☐ **Intel. Research & Analysis**
- ☐ **Crime Prevention**

Internship Duration: _____

_____

Signature

Hidalgo County Sheriff's Office Law Enforcement Internship Program

Purpose

The Hidalgo County Sheriff's Office (HCSO) Internship Program is a valuable learning experience for educators, college and/or university students and graduates seeking a career in Criminal Justice or other related fields. The program introduces Interns to various aspects of Law Enforcement which will enhance their understanding of the criminal justice system. The length of the Internship is determined by the Intern's educational institution curriculum or a predetermined time frame as agreed to by the HCSO. The HCSO's internships are a non paid position.

Eligibility

Applicants must meet the following criteria:

1. 18 years of age.
2. In good academic standing at the school they are attending (if applicable).
3. Legally authorized to work in the United States.
4. Must not have any convictions of a misdemeanor above a Class B, and/or a crime of moral, or a felony.
5. Subject to a criminal history check.
6. Memorandum of Understanding with the education institution must be on file with the Sheriff's Office (if applicable).

Guidelines and Restrictions

Interns will conform to the dress code of business casual wear and are not permitted to wear any type of clothing that could be construed as a law enforcement uniform. Interns shall be provided a copy of the Hidalgo County Personnel Policy Manual, must complete the pre-employment training and enrollment requirements prior to commencing, and will sign all relevant forms and acknowledgments as applicable, including but not limited to, personnel policy acknowledgement, harassment, nondiscrimination, and waiver of liability release form (as applicable).

The Intern must abide by all existing Federal, State, County, District laws, rules and/or regulations. The participating office/department will be responsible for

orienting students to the organization. Orientation should include, but is not limited to the following:

- A clear list of expectations, duties and goals;
- Section-specific policies and procedures;
- A list of the resources available to the Intern (i.e., a workstation that has been set up for the Intern, supplies and items needed by the Intern); and
- Any other relevant information for the Intern to be successful during the course of the Internship.

All Interns are considered at-will placements, and the placement can be terminated at any time at the discretion of the HCSO.

Upon completion of the Internship period, Interns are not automatically entitled to a paid position within the County, and/or the HCSO.

Standards of Conduct

All Interns must abide by the standards of conduct as outlined in the Hidalgo County Personnel Policy Manual and The HCSO (as applicable), and are responsible for complying with the required standards of conduct.

At a minimum, all Interns are required to conduct themselves in a professional manner at all times and to use discretion when dealing with sensitive matters and confidential information. Interns will conform to the dress code of business casual wear and are not permitted to wear any type of clothing that could be construed as a law enforcement uniform. Interns must maintain hygiene and grooming in a business-like manner that is appropriate to the section placement and which reflects positively on the HCSO.

If any policy or standard of conduct is violated by the Intern during the Internship period, the Intern will be terminated at the discretion of the HCSO.

Internship Program

Interns may be assigned to a structured schedule within various sections within the four major divisions of the HCSO, to include the following:

1. **Internal Affairs:** The Intern will experience the various aspects of the hiring process. Duties may include accompanying the background Investigator on home visits, reviewing and validating information given by applicants with respect to criminal charges, finances, references, employment, as well as any other information discovered during the background investigation.

2. **Academy Training Facility** and observe the different types of training law enforcement officers are required to attend.

3. **Communications:** The Intern may spend a day in the Sheriff's Office Communication Unit and experience first hand the responsibilities of a dispatcher. They will learn the 911 call taking process and review how each call is categorized according to its priority, and then disseminated to the responding deputies. The Intern may assist with the process involved obtaining vital information for reports such as runaways, and welfare concerns. They will also see how Hidalgo County is divided into sectors and evaluate the response time by deputies is handled.

4. **Patrol Deputy:** The Intern will accompany a Patrol Deputy during their tour of duty. The Intern will have a better understanding of patrol operations. He/She may experience an arrest or subdue resisting subjects while employing defensive tactic maneuvers. The Intern may be a part of a situation involving a pursuit involving speeds that are in excess of posted limits while exercising due care and caution. The Intern will be exposed to the paperwork involved with each contact made.

5. **Civil Process:** The Intern will see first hand how civil citations, subpoenas, and protective orders are assigned to civil deputies. The Intern will experience riding along with the deputy in his daily service of serving legal documents. They may assist a transport deputy in transporting inmates or patients to various destinations. They will gather files and receive identifiers to facilitate the transportation of a wanted subject from other counties or out of state.

6. **Investigations:** The Intern will sit through CID briefing in the morning and shadow the experiences of an Investigator. The Intern will begin with an **Intake Investigator** and experience the beginning process of arrest cases that were completed during the night. The Intern will experience the arraignment process and would assist the Intake Investigator in handling misdemeanor cases such as Harassment, Unauthorized Use of Motor Vehicle, and Assaults. Later, the Intern will learn the tasks of a **Juvenile Investigator.** The Intern will experience first hand the various cases involving youth offenders. When a

juvenile is apprehended for the first time after violating the law, the process is very different compared to an adult offender. The Intern will learn several aspects of the Juvenile Justice system ranging from processing of juveniles through the legal system to the acceptance into the Juvenile Detention Center.

7. The Intern will spend a day with a **Criminal Investigator** and experience the caseload assigned to each specialty Investigator on a daily basis. They may experience an interview with the complainant and the process necessary to pursue criminal charges. The Intern may also experience the interview or interrogation process, review cases, and prepare the presentation of facts for a detailed DA case for court. They will learn the process of safeguarding and submitting any property recovered.

8. **Crime Scene Specialist:** The Intern will spend time with a Crime Scene Specialist and experience first hand the recovery of DNA, how to process and secure evidence and how to submit evidence to the proper crime laboratory. They may also attend an autopsy that did not occur involving a criminal offense. They will experience the execution of a search warrant of a vehicle or residence. They will become familiarized with the Mobile Crime Scene Unit and learn the procedure utilized in handling, and processing weapons recovered at a crime scene. If court is in session, and a Crime Scene Specialist is testifying, the Intern may experience first hand court testimony. The Intern will tour the **Evidence/ Property Room** and learn the procedures involved in the safekeeping of evidence.

9. The Intern will spend a day at the **Detention Facility** and will experience first hand the responsibilities and demands of a Detention Officer. They will learn the fingerprinting and booking process. They will experience the methods used for classifying housing assignments and the required skills necessary for the monitoring of inmates. The Intern will observe the process utilized in order for an inmate to receive a meal, medical attention, or recreational time. They will also get a review of the responsibilities needed to safely transport inmates to the courtroom. They will experience first hand the responsibilities and demands of a Detention Officer. The Intern will spend a day at the Detention Facility in the courtroom setting as they experience the process of being arraigned.

10. **Intel:** The Research and Analysis Division is a civilian unit reporting to the Sheriff. This Unit is responsible for providing preliminary crime data, arrest data, calls for service data, to both the public and other divisions within the Sheriff's Office, conducting program evaluations, gathering statistics, and

conducting other operational support research projects including the mapping of crime statistics. The Intern may include case review for data extraction and logging a homicide study, data entry for a sex abuse study, weekly and monthly statistical reports, sorting, copying, and filing.

11. **Crime Prevention:** The Intern will work closely with Deputies in the Crime Prevention Unit. They may assist with design, creation, or updating content of pamphlets, power points or face book posts. The Intern may assist or interact in communication with stakeholders, or other agencies. The Intern may also support special projects like advancing neighborhood partnerships, or special events, presentations to schools, health fairs, or other crime prevention activities. The Intern will have the opportunity to partake directly in the community to identify issues that need to be addressed, obtain information regarding crime occurring in that area and increase the citizen's awareness through a continuous information program.

Evaluation / Summary Report

All Interns should be provided with ongoing feedback on how well they are meeting the goals and expectations of their Internship. At the conclusion of the internship, the intern will provide a written evaluation of the field experience emphasizing all aspects of the program, to include any recommendations.

If applicable, participating sections/divisions shall be responsible for abiding by any formal requirements that an educational institution may requires of a participating Intern.

It is our goal to enhance the Intern's understanding of the criminal justice system and every effort will be made to keep the Intern out of life threatening situations.

Hidalgo County Sheriff's Office Law Enforcement Internship Program

INTERNSHIP AGREEMENT AND WAIVER OF LIABILITY

I, _____, agree to participate in an internship with The Hidalgo County Sheriff's Office, County of Hidalgo, Texas, in an unpaid capacity, as outlined in this agreement. I hereby certify that I am at least 18 years of age at this time, and that I am legally authorized to work in the United States. I am currently a student at _____.

I hereby agree to comply with all relevant policies, procedures and requirements as outlined in the Hidalgo County Sheriff's Office Law Enforcement Internship Program, Personnel Policy Manual and/or Hidalgo County Sheriff's Office policies or rules. I understand that I may not receive compensation for my services provided during the internship period, and that no other benefits will be provided. I understand that my placement in this internship is at-will and that I may be terminated at any time at the discretion of the Hidalgo County Sheriff's Office.

I hereby voluntarily release, discharge, waive and relinquish any and all action or causes of action for personal injury, property damage, or wrongful death occurring to me as a result of my internship with Hidalgo County Sheriff's Office. I hereby release, waive, discharge and relinquish any actions or causes of actions aforementioned, which may hereafter arise for me and my estate, and agree that under no circumstances will I prosecute or present any claim for personal injury, property damage or wrongful death against the Hidalgo County Sheriff's Office, the County of Hidalgo, or any of its agents and employees for any said cause of action, whether the same shall arise by negligence of any said persons, or otherwise. It is my intent by this instrument to exempt and release, indemnify and hold harmless the Hidalgo County Sheriff's Office, the County of Hidalgo, and any of its employees, its elected or appointed officials, employees and agents for any personal injury, property damage, or wrongful death cause by negligence.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS AND HAVE BEEN FULLY AND COMPLETELY ADVISED OF THE POTENTIAL DANGERS INCIDENTAL TO PARTICIPATING IN AN INTERNSHIP AND AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT.

_____

Print Name

_____ _____

Signature Date

Hidalgo County Sheriff's Office Law Enforcement Internship Program

INTERNSHIP AGREEMENT AND WAIVER OF LIABILITY

I, Yesenia Hernandez, agree to participate in an internship with The Hidalgo County Sheriff's Office, County of Hidalgo, Texas, in an unpaid capacity, as outlined in this agreement. I hereby certify that I am at least 18 years of age at this time, and that I am legally authorized to work in the United States. I am currently a student at UTRGV

I hereby agree to comply with all relevant policies, procedures and requirements as outlined in the Hidalgo County Sheriff's Office Law Enforcement Internship Program, Personnel Policy Manual and/or Hidalgo County Sheriff's Office policies or rules. I understand that I may not receive compensation for my services provided during the internship period, and that no other benefits will be provided. I understand that my placement in this internship is at-will and that I may be terminated at any time at the discretion of the Hidalgo County Sheriff's Office.

I hereby voluntarily release, discharge, waive and relinquish any and all action or causes of action for personal injury, property damage, or wrongful death occurring to me as a result of my internship with Hidalgo County Sheriff's Office. I hereby release, waive, discharge and relinquish any actions or causes of actions aforementioned, which may hereafter arise for me and my estate, and agree that under no circumstances will I prosecute or present any claim for personal injury, property damage or wrongful death against the Hidalgo County Sheriff's Office, the County of Hidalgo, or any of its agents and employees for any said cause of action, whether the same shall arise by negligence of any said persons, or otherwise. It is my intent by this instrument to exempt and release, indemnify and hold harmless the Hidalgo County Sheriff's Office, the County of Hidalgo, and any of its employees, its elected or appointed officials, employees and agents for any personal injury, property damage, or wrongful death cause by negligence.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS AND HAVE BEEN FULLY AND COMPLETELY ADVISED OF THE POTENTIAL DANGERS INCIDENTAL TO PARTICIPATING IN AN INTERNSHIP AND AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT.

Yesenia R. Hernandez
Print Name

Signature

6-8-17
Date

AI-60135 **Sheriff's Office** **9. B.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Joel Rivera, SHERIFF DEPT. **Submitted By:** Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization and approval to purchase (5) cell phone line additions through the County's membership/participation with Contract: DIR-TSO-3415 through Verizon Wireless.
2. Authorization and approval to activate the following cell phone plan: NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL for (5) cell phones at a monthly rate of $47.99 per device. Estimated monthly rate for (5) cell phone is $239.95. The equipment is included at no cost.

BACKGROUND

An estimated monthly rate of $2.00 per phone was budgeted to cover surcharges. The rate is
based on a current plan and does not include taxes.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1229-421-00-280-007-0-532

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

BUDGETARY IMPACT:

Funds available as of 06/06/2017 through Requisition # 343915 in the amount of $1,749.65 (Object
Code 532).

Attachments

Verizon Quote
Requisition # 343915
Wireless Device Request Form W.2011.2

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/06/2017 11:42 AM
Budget & Management	Veronica Ortiz	06/06/2017 11:53 AM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Rosie Hinojosa		Started On: 06/06/2017 10:49 AM

Final Approval Date: 06/09/2017

STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County Sherriffs Office
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID	1762213343
DATE	6/2/2017
TERM	Annual (12 Months)
PAGE	1 of 2

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL $47.99	5	$47.99	400	Unlimited	Flex	2,000	$0.25	$239.95	$2,879.40
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
	5					2000		$239.95	$2,879.40

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data		Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access		Included TEXT / PIX / FLIX	Included Data		Data Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

MACHINE TO MACHINE	Line Count	Discounted Monthly Access			Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

FEATURES	Line Count	Discounted Monthly Access						Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]	$2,879.40

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
iPhone 6s 32GB (PP $19 99+, plus required SB/PDA bolt on feature)	5	$0 00	$0 00
		$0 00	$0 00
		$0 00	$0 00
		$0 00	$0 00
		$0 00	$0 00
		$0 00	$0 00
	5		$0 00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0 00	$0 00
		$0 00	$0 00
		$0 00	$0 00
		$0 00	$0 00
		$0 00	$0 00
Apple iPhone 6s Plus - 128GB		$299 99	$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) |:	$239.95	$2,879 40
EQUIPMENT AND ACCESSORIES ESTIMATED COST*		$0.00
INVESTMENT TOTAL		$2,879.40

2Q17 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 1762213343

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 05/16/2017

verizon

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-TSO-3415 for Wireless Voice, Data Services and Equipment

Date: June 2, 2017

Customer Name: Hidalgo County Sherriffs Office

Sales Representative: Carlos Zavala

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-TSO-3415. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at: http://www.dir.state.tx.us/store/tsd/telephony/wireless.html#cmg
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.
This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Date Entered: 6/5/2017
Requisition # : 343915
Date Approved:
P.O. #

HIDALGO COUNTY SHERIFF'S OFFICE

EXECUTIVE BRANCH

ADMINISTRATION

DATE:	6/5/2017
REQUESTED BY:	ROSIE HINOJOSA
ACCOUNT #:	7-1229-421-00-280-007-0
OBJECT # :	532 - WIRELESS DEVICES
CURRENT BALANCE:	**$18,931.31**
EXPENDITURE AMOUNT:	**$1,749.65**
NEW BALANCE:	**$17,181.66**
PURPOSE FOR EXPENDITURE:	OPEN PURCHASE ORDER FOR CELL PHONE SERVICE & SURCHARGES FOR FIVE (5) DEPARTMENT ISSUED CELL PHONES FOR A PERIOD OF (7) MONTHS UNDER CONTRACT DIR-TSO-3415.

LINE #	ITEM & DESCRIPTION	ITEM #	NIGP #	QTY	UOM	UNIT PRICE	AMOUNT
1	NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL FOR (5) FIVE CELL PHONES @ $47.99 A MONTH = $239.95.		915-75	7	MO	$239.95	$1,679.65
2	ESTIMATED SURCHARGES - (5) FIVE CELL PHONES @ $2.00 A MONTH = $10.00		963-79	7	MO	$10.00	$70.00
3							$0.00

GRAND TOTAL: **$1,749.65**

EXPECTED DELIVERY DATE: AS NEEDED BASIS

AWARDED VENDOR:
VERIZON
P.O. BOX 660108
DALLAS, TX 75266-0108

INTERNAL NOTES:

AUTHORIZED BY JOEL RIVERA
DIVISION CHIEF

REVIEWED BY
PROCUREMENT SPECIALIST

REVIEWED BY EMILIA URIEGAS
BUDGET MANAGER

APPROVED BY STEVE HERRERA
CAPTAIN

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: Various Employees Employee ID#_____ Signature:_____

Department: Sheriff's Dept#: 280

Quantity: 5

Service: $47.99 /mo (x) 7 months = $1,679.65 Account: 7-1229-421-00-280-007-0 -532

Estimated Surcharges

Service: $ 2.00 /mo (x) 7 months = $70.00 Account: 7-1229-421-00-280-007-0 ~~6X9/65X~~ 532

Requisition Total: $1,749.65 **Requisition Number:** 343915

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Div. Chief Joel Rivera	06/05/17

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes:_____

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-60249 **Executive Office** **10. B.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action on Memorandum of Understanding (MOU) between County of Hidalgo and El Milagro Clinic

BACKGROUND

For funding in the amount of $ 50,000.00 to provide direct health care services

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funds pending approval AI-60278

Attachments

disbursement

MOU

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/09/2017 11:07 AM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Monica Salinas		Started On: 06/09/2017 10:51 AM
Final Approval Date: 06/09/2017		

ATTACHMENT "A"

(Agency's information will go here)

A. **Description Of Agency:**

B. **Hours Of Operation:**

C. **Plan Payor Mix:**

D. **Types Of Accepted Insurance:**

E. **Services And Type Of Providers:**

F. **Workplan:**

ATTACHMENT "B"
GRANT FUNDING DISTRIBUTION

AGENCY: (Name of agency)

PROGRAM/PROJECT:

CONTACT: (Main contact person of agency)

GRANT FUNDING PERIOD: Fiscal Year 2017

GRANT FUNDING REQUEST: (Agency's request)

AMOUNT OF GRANT FUNDING APPROVED BY COMMISSIONERS COURT: _____

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING
AGREEMENT TO PROVIDE SERVICES

THIS AGREEMENT made on this the _____day of _____, 2017, by and between **HIDALGO COUNTY, TEXAS** ("County"), a political subdivision of the State of Texas, and the Lower Rio Grande Valley Community Health Management Corporation, Inc., "El Milagro Clinic", a Texas non-profit corporation located in the City of McAllen, Hidalgo County, Texas ("Contractor") as follows:

WITNESSETH:

WHEREAS, County has great concern in serving the utilization of primary/specialty services to indigent individuals residing within Hidalgo County with a household income below two hundred percent (200%) of the Poverty Income Guidelines ("Indigent"), and to promote further utilization of primary/specialty care services for residents of Hidalgo County who are medically indigent, and to provide medical and health services for residents of the County; and

WHEREAS, Contractor has previously provided such services to County via agreement entered by County on February 11, 2008; and

WHEREAS, Contractor has represented to County that it is a non-profit organization duly constituted under the laws of the State of Texas and is in the business of providing such services to indigents and other qualified recipients;

WHEREAS, County desires to continue to contract with Contractor to provide such services as detailed in Attachment "A" to provide for the health, safety and welfare of the residents of the County of Hidalgo; and

WHEREAS, County will disburse appropriated grant funds as outlined in Attachment B and County may require that such grant funds be returned if the County determines that Contractor failed to comply with the terms of requirements and services; and

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and distribution of said funds, County and Contractor agree to the terms and conditions stated in this Agreement.

1. Contractor agrees that it will provide primary/specialty care services for Indigents of Hidalgo County in need of medical assistance.

2. Contractor agrees that it will utilize such grant funds only for the purposes as detailed in the specifications and requirements of project.

3. Contractor agrees to provide the County any required reports, documentation, accurate records that identify accurately the application of grant funds for activities supported and requested in this Agreement.

4. Contractor shall carry liability insurance, in amounts that correspond with the limits of liability of County pursuant to the Texas Tort Claims Act, covering all persons and property which will be utilized in performing the services herein described. Contractor shall indemnify and hold County harmless from any and all liability that may arise and result from Contractor performance of the services herein described.

5. Contractor agrees to commence the services outlined above on _____, and continue such services through _____.

6. As consideration for providing the services outlined above, the County agrees to provide grant funds in an amount not to exceed $_____.

7. In performing all services under this Agreement, Contractor represents and warrants that it will comply with all applicable laws, licenses, rules, regulations and ordinances relating to the performance of the services described in this Agreement. Contractor does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, veteran status or political affiliation.

8. Contractor will maintain all necessary and appropriate records and accounts to assure a proper accounting to the County of all funds provided to Contractor hereunder. Contractor acknowledges that the records, data and information received by it in the performance of this Agreement constitutes, or may constitute, information which is protected from disclosure by the Texas Open Records Act, and other applicable laws. Contractor will not release such confidential information to any party without first obtaining the appropriate consent from the parent/guardian, and/or client to whom the information pertains. Upon request of County, Contractor agrees to provide County and its county or independent auditors access to its books and records, other than records or books which Contractor believes to be confidential patient/client records.

9. Contractor has provided County with its most recent audited financial statements together with the execution of this Agreement. Contractor will provide County with copies of its audited financial statements for any

fiscal year of Contractor during which it has received funds under this Agreement as soon as such financial statements are available.

10. Contractor represents and warrants to the County that it possesses any and all the necessary licenses and/or permits required by state, federal or local authorities and that it possesses or can obtain the necessary skills and expertise to perform the services provided hereunder. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to the conduct of its business. Contractor understands that County has relied and is relying on Contractor representations and warranties as a material element of this contract.

11. **Independent Contractor.** Contractor, at all times, will act as an independent contractor and will not act or hold itself out to third parties as an employee or agent of County in the provision of services under the terms of this Agreement. County will not withhold income tax or FICA tax on behalf of Contractor or any of Contractor's partners, employees, subcontractors or agents. In addition, none of the foregoing shall have any claim under this Agreement or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. Contractor will have the exclusive responsibility for the payment or provision of all such taxes and benefits and arrangement for all insurance coverage for its employees, agents, officers or partners, and shall discharge such obligations fully.

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

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

14. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement

may be modified or amended only by agreement in writing executed by County and Contractor, and not otherwise.

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

16. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:
Hidalgo County, Texas
County Judge
Honorable Ramon Garcia
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor:
Lower Rio Grande Valley Community Health Management Corporation, Inc.
El Milagro Clinic
Ms. Grace Lawson
901 East Vermont Avenue
McAllen, Texas 78503

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.

17. **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.

18. **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.

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

20. **Indemnification: Company will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Contract, whether such act, omission, or failure was the Company's or that of any person providing services hereunder through or for the Company. Upon written notice from the County, the Company will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Company will carry proper insurance with the County as an additional named insured.**

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

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

23. **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.

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

WITNESS THE HANDS OF THE PARTIES on this the ____ day of _____, 2017.

HIDALGO COUNTY, TEXAS

By:_____
Ramon Garcia, County Judge

ATTEST:

Lower Rio Grande Valley Community
Health Management Corporation, Inc.

By:_____

_____
Arturo Guajardo, Jr., County Clerk

Printed Name: ____Grace Lawson_____

Approved by Commissioners Court On: _____

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

_____
Victor M. Garza, Assistant District Attorney

AI-60072 **Executive Office** **10. C.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting permission by Museum of South Texas History to use county parking lots near the museum for use by visitors to the museum for the following events for 2017:

EVENT	DATE	TIME
Summer Nights at the Museum	Thursdays, June 22nd & July 6th	7pm to 9pm
Fandango! 2017	Saturday, Oct. 7th	5:30 pm to 11pm
Dia de los Muertos	Saturday, Oct. 28th	4pm to 10pm
Fiesta De Noche Buena	Sunday, Dec. 10th	1pm to 5pm

BACKGROUND

Fiscal Impact

Attachments

insurance
letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/31/2017 02:33 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Monica Salinas		Started On: 05/31/2017 01:32 PM
Final Approval Date: 06/09/2017		

HIDAL-9 OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/01/2017

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 Cynthia Cabaza, CIC 956-682-2841	CONTACT NAME: Nancy Del Soldato PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: ndelsoldato@swkins.com
INSURED Museum of South Texas History Shan Rankin, Director 200 N. Closner Edinburg, TX 78541	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkley Regional Insurance Co. INSURER B : Employers Preferred Insurance 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	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR			BPK 2008594-14	12/31/2016	12/31/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO			BPK 2008594-14	12/31/2016	12/31/2017	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			BUM 2008700-14	12/31/2016	12/31/2017	AGGREGATE	$ 1,000,000
	[ ] DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A		EIG170269403	06/25/2016	06/25/2017	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

HIDCOED

Hidalgo County
Executive Office
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

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MUSEUM OF SOUTH TEXAS HISTORY

Founded in 1967 as the
Hidalgo County Historical Museum

American Alliance of Museums Accredited Museum

May 31, 2017

Monica Badillo, Court Administrator
County of Hidalgo Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539

Dear Monica:

I'm sorry to learn that you never received our previous request that was sent in January to Judge Garcia. On behalf of the museum's Board of Trustees and Advisory Council, I respectfully request the use of the largest central County parking lot to the south of the museum in the central downtown square, and the smaller county lot to the west of the museum for use by visitors to the museum for the following events in 2017:

- Pioneer & Ranching Crafts Day, Saturday, February 18, from 8:00 a.m. to 5:00 p.m.
- Summer Nights at the Museum, Thursdays, June 8 and 22 and July 6, from 7:00 p.m. to 9:00 p.m.
- ¡Fandango!, Saturday, October 7, from 5:30 p.m. to 11:00 p.m.
- Día de los Muertos, Saturday, October 28, from 4:00 p.m. to 10:00 p.m.
- Fiesta de Noche Buena, Sunday, December 10, from 1:00 p.m. to 5:00 p.m.

A copy of our insurance certificate is enclosed as part of the request.

Thank you very much for the Court's prompt consideration of our request.

Sincerely,

(Mrs.) Shan P. Rankin
Executive Director

cc: Valde Guerra

AI-60274 **Executive Office** **10. D.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Environmental Compliance:
Discussion, consideration and approval of Revised Agreed Order with SEP - Hidalgo County (Pct.1); RN105335459; Docket No. 2016-1986-MLM-E; Enforcement Case No. 53322 with authority for County Judge to sign Order due to language change in Section I Jurisdiction and Stipulations, pg. 1 as requested by TCEQ (1st Paragraph and item #4 which now includes SEP)

BACKGROUND

Previously approved by court on 3/7/17 AI58774

The reason for them asking the Judge to sign the re-sign the order is that the language in section I. Jurisdiction and Stipulations,on page 1 of the order has changed to include another chapter of the Texas water code & item 4 to include SEP

Fiscal Impact

Attachments

revised
LEGAL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/09/2017 03:11 PM
Ivan Cantu	Ivan Cantu	06/09/2017 04:38 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Monica Salinas		Started On: 06/09/2017 02:48 PM
Final Approval Date: 06/09/2017		

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

IN THE MATTER OF AN ENFORCEMENT ACTION CONCERNING HIDALGO COUNTY RN105335459	**§ § § § §**	**BEFORE THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

AGREED ORDER
DOCKET NO. 2016-1986-MLM-E

I. JURISDICTION AND STIPULATIONS

On _____, the Texas Commission on Environmental Quality ("the Commission" or "TCEQ") considered this agreement of the parties, resolving an enforcement action regarding Hidalgo County (the "Respondent") under the authority of TEX. HEALTH & SAFETY CODE chs. 361 and 382 and TEX. WATER CODE chs. 5 and 7. The Executive Director of the TCEQ, through the Enforcement Division, and the Respondent together stipulate that:

1. The Respondent owns and operates a brush disposal site with an air curtain incinerator located on Farm-to-Market Road 88, west on Mile 20 Road and seven tenths of a mile north on Mile 5 ½ Road in Monte Alto, Hidalgo County, Texas (the "Site"). The Site involves or involved the management of municipal solid waste ("MSW"), as defined in TEX. HEALTH & SAFETY CODE ch. 361. The Site consists or consisted of one or more sources as defined in TEX. HEALTH & SAFETY CODE § 382.003(12).

2. The Executive Director and the Respondent agree that the TCEQ has jurisdiction to enter this Order pursuant to TEX. WATER CODE §§ 7.002, 7.051, and 7.073, and that the Respondent is subject to TCEQ's jurisdiction. The TCEQ has jurisdiction in this matter pursuant to TEX. WATER CODE § 5.013 because it alleges violations of TEX. HEALTH & SAFETY CODE chs. 361 and 382 and the rules of the TCEQ.

3. The occurrence of any violation is in dispute and the entry of this Order shall not constitute an admission by the Respondent of any violation alleged in Section II ("Allegations"), nor of any statute or rule.

4. An administrative penalty in the amount of $8,050 is assessed by the Commission in settlement of the violations alleged in Section II ("Allegations"). The amount of $1,610 is deferred contingent upon the Respondent's timely and satisfactory compliance with all the terms of this Order and shall be waived only upon full compliance with all the terms and conditions contained in this Order. If the Respondent fails to timely and satisfactorily comply with any of the terms or requirements contained in this Order, the Executive Director may demand payment of all or part of the deferred penalty amount.

   Pursuant to TEX. WATER CODE § 7.067, $6,440 of the penalty shall be conditionally offset by the Respondent's timely and satisfactory completion of a Supplemental

Environmental Project ("SEP") as defined in the attached SEP Agreement ("Attachment A", incorporated herein by reference). The Respondent's obligation to pay the conditionally offset portion of the penalty shall be discharged upon full compliance with all the terms and conditions of this Order, which includes the timely and satisfactory completion of all provisions of the SEP Agreement, as determined by the Executive Director.

5. The Executive Director and the Respondent agree on a settlement of the matters alleged in this enforcement action, subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a). Any notice and procedures, which might otherwise be authorized or required in this action, are waived in the interest of a more timely resolution of the matter.

6. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that the Respondent has not complied with one or more of the terms or conditions in this Order.

7. This Order represents the complete and fully-integrated agreement of the parties. The provisions of this Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Order unenforceable, the remaining provisions shall be valid and enforceable.

8. This Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Order, whichever is later.

9. The Executive Director recognizes that on June 4, 2014, the Respondent ceased operating the air curtain incinerator.

II. ALLEGATIONS

During an investigation conducted on February 12, 2016, an investigator documented that the Respondent:

1. Failed to conduct an annual opacity test no more than 12 months following the date of the previous test, in violation of 30 TEX. ADMIN. CODE § 122.143(4), TEX. HEALTH & SAFETY CODE § 382.085(b), and Federal Operating Permit No. O3278/Air Curtain Incinerator General Operating Permit No. 518, Terms and Conditions (b)(16)(B)(iii). Specifically, an annual opacity test for the air curtain incinerator was due by January 17, 2014 but was not conducted.

2. Caused, suffered, allowed, or permitted outdoor burning within the State of Texas, in violation of 30 TEX. ADMIN. CODE § 111.201 and TEX. HEALTH & SAFETY CODE § 382.085(b). Specifically, the Respondent burned approximately 150 cubic yards of MSW consisting of brush debris at the Site.

3. Caused, suffered, allowed, or permitted the unauthorized disposal of MSW, in violation of 30 TEX. ADMIN. CODE § 330.15(c). Specifically, the Respondent disposed of approximately 150 cubic yards of brush debris at the Site.

4. Failed to pay all solid waste disposal and air emission fees for TCEQ Financial Administration Account Nos. 0708529 and 21009541 for Fiscal Year 2017, in violation of 30 TEX. ADMIN. CODE §§ 101.27 and 330.673(a)(4) and TEX. WATER CODE § 5.702.

III. DENIALS

The Respondent generally denies each allegation in Section II ("Allegations").

IV. ORDERING PROVISIONS

NOW, THEREFORE, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ORDERS that:

1. The Respondent is assessed a penalty as set forth in Section I, Paragraph 4. The payment of this penalty and the Respondent's compliance with all of the requirements set forth in this Order resolve only the allegations in Section II. The Commission shall not be constrained in any manner from requiring corrective action or penalties for violations which are not raised here. Penalty payments shall be made payable to "TCEQ" and shall be sent with the notation "Re: Hidalgo County, Docket No. 2016-1986-MLM-E" to:

   Financial Administration Division, Revenue Operations Section
   Attention: Cashier's Office, MC 214
   Texas Commission on Environmental Quality
   P.O. Box 13088
   Austin, Texas 78711-3088

2. The Respondent shall implement and complete an SEP as set forth in Section I, Paragraph 4. The amount of $6,440 of the assessed penalty is conditionally offset based on the Respondent's implementation and completion of the SEP pursuant to the terms of the SEP Agreement, as defined in Attachment A. Penalty payments for any portion of the SEP deemed by the Executive Director as not complete shall be paid within 30 days after the date the Executive Director demands payment.

3. The Respondent shall undertake the following technical requirements:

   a. Immediately after the effective date of this Order, cease allowing the burning of any additional MSW at the Site.

   b. Within 30 days after the effective date of this Order:

      i. Remove all MSW from the Site and dispose of it at an authorized facility; and

      ii. Submit payment for all outstanding fees, interest, and penalties for TCEQ Account Nos. 0708529 and 21009541, in accordance with 30 TEX. ADMIN. CODE §§ 101.27 and 330.673. The payment shall be sent with the notation "Hidalgo County" to:

Financial Administration Division, Revenue Operations Section
Attention: Cashier's Office, MC 214
Texas Commission on Environmental Quality
P.O. Box 13088
Austin, Texas 78711-3088

c. Within 45 days after the effective date of this Order, submit written certification, and include detailed supporting documentation including photographs, receipts, and/or other records to demonstrate compliance with Ordering Provision Nos. 3.a through 3.b.ii. The certification shall be signed by the Respondent and shall include the following certification language:

> "I certify under penalty of law that I have personally examined and am familiar with the information submitted and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

The certification shall be submitted to:

Order Compliance Team
Enforcement Division, MC 149A
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

with a copy to:

Waste Section Manager
Harlingen Regional Office
Texas Commission on Environmental Quality
1804 West Jefferson Avenue
Harlingen, Texas 78550-5247

4. All relief not expressly granted in this Order is denied.

5. The duties and provisions imposed by this Order shall apply to and be binding upon the Respondent. The Respondent is ordered to give notice of this Order to personnel who maintain day-to-day control over the Site operations referenced in this Order.

6. If the Respondent fails to comply with any of the Ordering Provisions in this Order within the prescribed schedules, and that failure is caused solely by an act of God, war, strike, riot, or other catastrophe, the Respondent's failure to comply is not a violation of this Order. The Respondent shall have the burden of establishing to the Executive Director's satisfaction that such an event has occurred. The Respondent shall notify the

Executive Director within seven days after the Respondent becomes aware of a delaying event and shall take all reasonable measures to mitigate and minimize any delay.

7. The Executive Director may grant an extension of any deadline in this Order or in any plan, report, or other document submitted pursuant to this Order, upon a written and substantiated showing of good cause. All requests for extensions by the Respondent shall be made in writing to the Executive Director. Extensions are not effective until the Respondent receives written approval from the Executive Director. The determination of what constitutes good cause rests solely with the Executive Director. Extension requests shall be sent to the Order Compliance Team at the address listed above.

8. This Order, issued by the Commission, shall not be admissible against the Respondent in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms of this Order; or (2) pursue violations of a statute within the Commission's jurisdiction, or of a rule adopted or an order or permit issued by the Commission under such a statute.

9. This Order may be executed in separate and multiple counterparts, which together shall constitute a single instrument. Any page of this Order may be copied, scanned, digitized, converted to electronic portable document format ("pdf"), or otherwise reproduced and may be transmitted by digital or electronic transmission, including but not limited to facsimile transmission and electronic mail. Any signature affixed to this Order shall constitute an original signature for all purposes and may be used, filed, substituted, or issued for any purpose for which an original signature could be used. The term "signature" shall include manual signatures and true and accurate reproductions of manual signatures created, executed, endorsed, adopted, or authorized by the person or persons to whom the signatures are attributable. Signatures may be copied or reproduced digitally, electronically, by photocopying, engraving, imprinting, lithographing, electronic mail, facsimile transmission, stamping, or any other means or process which the Executive Director deems acceptable. In this paragraph exclusively, the terms: electronic transmission, owner, person, writing, and written, shall have the meanings assigned to them under TEX. BUS. ORG. CODE § 1.002.

10. The effective date of this Order is the date it is signed by the Commission. A copy of this fully executed Order shall be provided to each of the parties.

SIGNATURE PAGE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

_____ _____
For the Commission Date

_____ _____
For the Executive Director Date

I, the undersigned, have read and understand the attached Order. I am authorized to agree to the attached Order, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that failure to comply with the Ordering Provisions, if any, in this Order and/or failure to timely pay the penalty amount, may result in:

- A negative impact on compliance history;
- Greater scrutiny of any permit applications submitted;
- Referral of this case to the Attorney General's Office for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
- Increased penalties in any future enforcement actions;
- Automatic referral to the Attorney General's Office of any future enforcement actions; and
- TCEQ seeking other relief as authorized by law.

In addition, any falsification of any compliance documents may result in criminal prosecution.

_____ _____
Signature Date

_____ _____
Name (Printed or typed) Title
Authorized Representative of
Hidalgo County

☐ *If mailing address has changed, please check this box and provide the new address below:*

Instructions: Send the original, signed Order with penalty payment to the Financial Administration Division, Revenue Operations Section at the address in Ordering Provision 1 of this Order.

Zimbra **monica.badillo@co.hidalgo.tx.us**

TCEQ Agreed Order

From : Victor Garza <victor.garza@da.co.hidalgo.tx.us> Fri, Jun 09, 2017 04:56 PM
Subject : TCEQ Agreed Order
To : martin ramirez <martin.ramirez@mail.hchd.org>
Cc : Valde Guerra <valde.guerra@co.hidalgo.tx.us>, Monica Badillo <monica.badillo@co.hidalgo.tx.us>, Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Mr. Ramirez,

Our office reviewed the revised TCEQ-AGREED ORDER DOCKET NO. 2016-1986-MLM-E. Based our our review, we noted changes made from the previous agreement which had been previously approved by Commissioner's Court on the March 7, 2017 Regular Agenda (AI - 58774).

Changes were made to Section I. in the first paragraph and subsection 4., as well as to Section IV, subsection 2 (renumbered accordingly thereafter).

At this time our office approves as to the form of the Agreed Order.

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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AI-60133 **Executive Office** **10. E.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Public Defense:
Requesting approval of payment of two (2) attorney vouchers totaling $1,117.50 from attorney Sidney Meadows in connection with legal representation of indigent defendants with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor

BACKGROUND

(not submitted within 3 months of disposition as per Local Rules of Administration adopted under TLGC 74.093)
This is prior to signing Local Rules Agreement

	Invoice Date	Disposition Date	Cause # / Court #	Amount
1	4/7/17	10/21/15	CR-4649-15-J / 430TH DC	$ 817.50
2	4/19/17	10/26/15	CR-15-08263-H / CC8	$ 300.00

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-412-30-115-016-0-333

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

BUDGETARY IMPACT:

funds available

Attachments

vouchers

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/06/2017 10:51 AM
Linda Flores	Linda Flores	06/07/2017 09:29 AM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Monica Salinas		Started On: 06/06/2017 10:20 AM

Final Approval Date: 06/09/2017

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

For faster processing, please return discrepancy notice along with corrected voucher.

MEMORANDUM

DATE: May 5, 2017

TO: Honorable Judge Israel Ramon, Jr.
430th District Court

FROM: Ray Eufracio, CPA,
Hidalgo County Auditor

REFERENCE: Notice of Discrepancy for Attorney Sidney Meadows
Cause# CR-4649-15-J

The attached attorney voucher(s) is/are being returned because of the reason(s) indicated below. Payment(s) of this voucher(s) will be made as soon as possible after corrective action has been taken and the corrected and proper documentation has been submitted/resubmitted with sufficient time to examine and approve before the next scheduled meeting of the Hidalgo County Commissioners Court.

[ ] Needs approval of presiding judge as required by Hidalgo County Local Rules on Indigent Defense 8.02 and Article 26.05(c) of the Texas Code of Criminal Procedures

[ ] Needs reason(s) for adjustments to total amount requested, as required by Hidalgo County Local Rules on Indigent Defense 8.02(b) and Article 26.05(c) of the Texas Code of Criminal Procedures. Please check one of the boxes provided. **Note: when choosing "other" the judge must provide a written explanation.**

[X] Other (see explanation below)

Odyssey records do not indicate that a hearing was held on 09/29/15 & 10/13/15. If hearing was held, please make applicable entry in Odyssey. If hearing was not held, payment cannot include billing for this hearing.

RECEIVED BY
COUNTY AUDITOR
2017 MAY 16 PM 1 22

Should you have any questions on this matter, please call Celina Rios , Accounts Payable Specialist I, at (956) 318-2511 ext. 4622, or Elizabeth Cano, Accounts Payable Supervisor, at ext. 4628.

ATTACHMENT

RECEIVED BY
COUNTY AUDITOR
2017 MAY 15 PM 4 22

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)			
LORENA HERNANDEZ			
PID	686763	APPOINTMENT DATE	3/20/2015
DEGREE	FS	DISPOSITION DATE	10/21/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 430TH DISTRICT COURT

CASE NUMBER: CR-4649-15-J

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES	275.00	297.50	$0.00
TRIAL FEES	$1,150.00	$542.50	$1,692.50
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $1,692.50

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER: 817.50

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
9/22/2015	Online researched indictment, none posted yet		0.2
9/28/2015	Online researched indictment, indictment confirmed as posted		0.2
9/29/2015	conference with client; attendance at court for arraignment hearing, discu	1.5	1.5
	reduction, conf w/ ADA;		
9/29/2015	Go by ADA's office to discuss bond reduction, ADA not available		0.5
9/29/2015	Prepare for hearing tomorrow on felony charge		0.7
9/30/2015	Attendance at Court regarding arraignment on felony charge; conference		
	with ADA, and client	1	1
9/30/2015	Telephone call to Sheriff's department to schedule telephonic conference		
	with client		0.2
9/30/2015	Telephone call with client, discussed plea options		0.4
10/12/2015	Draft correspondence to sheriff's department to schedule telephonic	1	
	TOTAL HOURS	~~2.5~~ 1.5	~~2.25~~ 3.0

FILED BY COUNTY AUDITOR 2017 APR 16 PM 4 22 RECEIVED

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	956-631-5476	13885800

MAILING ADDRESS: 1601 Dulcenea Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, SIDNEY R. MEADOWS ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

Sidney R. Meadows
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____
PRESIDING JUDGE (SIGNATURE)

THE 18 DAY OF April, 2017

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 05/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK (CONTINUATION SHEET)

DEFENDANT NAME	CASE NUMBER
LORENA HERNANDEZ	CR-4649-15-J

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	conference		0.4
10/13/2015	Conference with client; conference with ADA; conference with Court Coordinator		
	case reset;	1.0	1.0
10/19/2015	Telephone call to ADA Victoria regarding admitting client into drug program		0.3
10/19/2015	Correspondence to Sheriff's department requesting telephonic conference with clien		
	for tomorrow		0.3
10/20/2015	Telephone call to probation officer, was advised that the client qualifies for the drug		
	court but can not be approved because there is no doctor available to administer		
	the medications		0.3
10/20/2015	Researched alternative option available since client does not qualify for drug court		0.7
10/21/2015	Attendance at Court for hearing, conference with ADA and client; client sentenced		
	to 9 months state jail	1.75	1.0
			1.0
	TOTAL HOURS	2.75	4.2

POSTED

RECEIVED BY COUNTY AUDITOR
2017 APR 7 PM 3:33

RECEIVED BY COUNTY AUDITOR
2017 APR 14 PM 1:16

HERNANDEZ

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): LORENA HERNANDEZ

PID	686763	APPOINTMENT DATE	3/20/2015
DEGREE	MA	DISPOSITION DATE	10/26/2015
☐ CASE IS ON-GOING	☐ APPEAL	☐ DEATH PENALTY CASE	DEATH PENALTY RATE:
COURT NUMBER	COUNTY COURT 8		
CASE NUMBER	CR-15-08263-H		

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
10/26/2015	PLEA / DISMISSAL	☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	956-631-5476	1388580

MAILING ADDRESS: 1601 Dulcenea Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, SIDNEY R. MEADOWS ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

Sidney R. Meadows
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____
PRESIDING JUDGE (SIGNATURE)

THE 19th DAY OF April, 2017

REVIEWED BY INDIGENT DEFENSE OFFICE

Register of Actions
Case No. CR-15-08263-H

The State of Texas vs. LORENA ESMERALDA HERNANDEZ §§§§§§

Case Type: **Misdemeanor**
Date Filed: **09/17/2015**
Location: **County Court at Law #8**

Party Information

Defendant HERNANDEZ, LORENA ESMERALDA

Attorneys
SIDNEY R. MEADOWS
Retained
956-631-5476(W)

Charge Information

Charges: HERNANDEZ, LORENA ESMERALDA	Statute	Level	Date
1. POSS CS PG 3 < 28G	481.117(b)	Misdemeanor Class A	03/19/2015

Events & Orders of the Court

DISPOSITIONS

10/26/2015 **Plea** (Judicial Officer: Maldonado, Omar)
1. POSS CS PG 3 < 28G
Guilty

10/26/2015 **Disposition** (Judicial Officer: Maldonado, Omar)
1. POSS CS PG 3 < 28G
Convicted

10/26/2015 **Sentenced - Local Jail** (Judicial Officer: Maldonado, Omar)
1. POSS CS PG 3 < 28G
Confinement to Commence 10/26/2015
14 Days , County Jail, Hidalgo County Jail
Jail Credit 14 Days
DO NOT JAIL OR HOLD FOR FINES,COURT COST,OR ATTORNEY FEES.

Need to get judge's signature

OTHER EVENTS AND HEARINGS

04/01/2015 Bond
09/17/2015 Complaint (OCA)
09/22/2015 **Jail Cases** (8:00 AM) ()
09/29/2015 **Jail Cases** (8:00 AM) ()
reset frm 9/22
10/13/2015 **Jail Cases** (8:00 AM) ()
reset frm 9/29/15
10/26/2015 **Jail Cases** (8:00 AM) ()
10/26/2015 Judgment Signed
10/26/2015 Acknowledgement of Appeal
10/26/2015 Commitment
10/26/2015 Waiver of Pre-Sentence Investigation
10/26/2015 Waiver of Tx. Code of Criminal Procedure 39.14 Disclosure
10/26/2015 Offense Report

Financial Information

Defendant HERNANDEZ, LORENA ESMERALDA

Total Financial Assessment	462.00
Total Payments and Credits	0.00
Balance Due as of 04/06/2017	**462.00**

10/26/2015	Transaction Assessment	432.00
12/30/2015	Transaction Assessment	30.00

AI-60156 **Executive Office** **10. F.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept a settlement check from Texas Farm Bureau Casualty Insurance Company in the amount of $489.78 to settle auto accident claim with County vehicle. (Safety Division)

BACKGROUND

DOI: 04/17/17

7-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Texas Farm Bureau Casualty Insurance Company

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/06/2017 03:08 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Aida Alvarez		Started On: 06/06/2017 03:02 PM
Final Approval Date: 06/09/2017		

Texas Farm Bureau Casualty Insurance Co.

Check No.: 028565

Date:
05/31/2017

Amount Paid:
$ 489.78

Claim Number:
218372

Policy Number:
21566506

Payee Name and Address:

COUNTY OF HIDALGO
9805 N 10TH ST
MCALLEN, TX 78504-9529

Form C04/0695 - KLK 00

Texas Farm Bureau Casualty Insurance Co.

Check No.: 028565

Date:
05/31/2017

Amount Paid:
$ 489.78

Claim Number:
218372

Policy Number:
21566506

Payee Name and Address:

COUNTY OF HIDALGO
9805 N 10TH ST
MCALLEN, TX 78504-9529

Form C04/0695 - KLK 00

VOID VOID VOID

Date: 5/15/2017 11:35 AM
Estimate ID: 21837223-02
Estimate Version: 1
Correction: 1
Profile ID: HRL

TEXAS FARM BUREAU CASUALTY * TEXAS FARM BUREAU UNDERWRITERS
TEXAS FARM BUREAU MUTUAL * FARM BUREAU COUNTY MUTUAL INS CO OF TEXAS

TEXAS FARM BUREAU INSURANCE COMPANIES

P O BOX 1699, PHARR, TX 78577
(956) 357-5253
Fax: (866) 210-6837
Email: ssanchez1@txfb-ins.com

This is an estimate only, and is the basis for determining the ActualCash Value of the damage. This is not an authorization to repair. By law, you have the right to select where your vehicle is repaired as well as the parts used to repair it. However, TEXAS FARM BUREAU INSURANCE COMPANIES is not required to pay more than reasonable amount for the damages. You may be required to pay the difference.

Any additional damages found will have to be inspected, or approved for reimbursement by a representative of TEXAS FARM BUREAU INSURANCE COMPANIES.

Damage Assessed By: SAM SANCHEZ (Appr)
Classification: Field

ADJUSTER: KODY KANAK
(361) 358-2244

Condition Code: Good
Date of Loss: 4/17/2017
Deductible: NONE
Policy No: 21566506

Type of Loss: Other
Claim Number: 21837223-02

Insured: BRIDGET ONEIL
Claimant: HIDALGO COUNTY SAFETY DIVISION
Address: 9805 N 10TH ST, MCALLEN, TX 78504-9529
Telephone: Home Phone: (956) 292-7030
Owner: HIDALGO COUNTY SAFETY DIVISION
Address: 9805 N 10TH ST, MCALLEN, TX 78504-9529
Telephone: Home Phone: (956) 292-7030

Mitchell Service: 911730

Description: 2015 Ford F-150 XL
Body Style: 4D PkupXCb 7' Bed 145" WB
VIN: 1FTEX1C84FKD98965
Mileage: 17,583
OEM/ALT: A
Color: Race Red
Options: PASSENGER AIRBAG, POWER STEERING, AIR CONDITION, TILT STEERING COLUMN
AM/FM STEREO, DRIVER AIRBAG, FRONT SIDE AIRBAG WITH HEAD PROTECTION
ANTI-LOCK BRAKE SYS., TRACTION CONTROL, TIRE INFLATION/PRESSURE MONITOR
FIRST ROW SPLIT BENCH SEAT, CLOTH SEAT, SIDE AIRBAGS
SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION, ELECTRONIC STABILITY CONTROL
REAR BENCH SEAT

Drive Train: 3.5L Inj 6 Cyl 2WD
License: 1256023 TX
Search Code: HRL2

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
				Rear Door			
1	100206	BDY	REPAIR	R Rear Door Shell	Existing		6.0*

ESTIMATE RECALL NUMBER: 05/12/2017 14:58:06 21837223-02
Mitchell Data Version: OEM: APR_17_V
MAPP:APR_17_V
Software Version: 7.1.216

Copyright (C) 1994 - 2017 Mitchell International
All Rights Reserved

2		REF	REFINISH	R Rear Door Outside	C	2.1
3	100104	BDY	REMOVE/INSTALL	R Rear Door Front Sash Moulding		0.2
4	100101	BDY	REMOVE/INSTALL	R Rear Otr Door Belt Moulding		0.2 #
				Additional Operations		
5		REF	ADD'L OPR	Clear Coat		0.8*
6	933018	REF	ADD'L OPR	Mask For Overspray		
				Additional Costs & Materials		
7			ADD'L COST	Paint/Materials	87.00 *	
8			ADD'L COST	Hazardous Waste Disposal	5.00 *	

* - Judgment Item
\# - Labor Note Applies
C - Included in Clear Coat Calc

Remarks

Estimate Totals

I. Labor Subtotals

	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals
Body	6.4	42.00	0.00	0.00	268.80
Refinish	2.9	42.00	0.00	0.00	121.80
Non-Taxable Labor					390.60
Labor Summary	9.3				390.60

II. Part Replacement Summary

	Amount
Total Replacement Parts Amount	0.00

III. Additional Costs

			Amount
Taxable Costs			87.00
Sales Tax	@	8.250%	7.18
Non-Taxable Costs			5.00
Total Additional Costs			99.18

Paint Material Method: Rates
Init Rate = 30.00 , Init Max Hours = 99.9, Addl Rate = 0.00

IV. Adjustments

	Amount
Insurance Deductible	0.00
Customer Responsibility	0.00

I.	Total Labor:	390.60
II.	Total Replacement Parts:	0.00
III.	Total Additional Costs:	99.18
	Gross Total:	489.78
IV.	Total Adjustments:	0.00
	Net Total:	489.78

Point(s) of Impact
3 Right Side (P)

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AI-60149 **Executive Office** **10. G.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept a Settlement Money Order from Gerardo Islas in the amount of $300.00 to settle auto accident claim with County vehicle. (Sheriff Office)

BACKGROUND

DOI: 11/20/16

7-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Gerardo Islas Settlement Money Order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/06/2017 02:51 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Aida Alvarez		Started On: 06/06/2017 02:30 PM
Final Approval Date: 06/09/2017		

MONEY ORDER RECEIPT

4525 Ayers St. - 78415 * P.O. BOX 9036
Corpus Christi, Texas 78469 * (361) 693-3653

Op: 3T-DEFAULT 5/23/2017 7:12:32 PM
Money Order #: C-2554004299
Amount: $300.00 Fee: 0.69 Loc: 2554
Pay To The Order Of: _____
Memo: _____

SERVICE CHARGE: If the Money Order is not used or cashed (presented for payment) within six months of purchase date there will be a non-refundable administrative service charge, where permitted by law. The administrative service charge will be deducted from the face value shown on the Money Order. The administrative service charge shall be a monthly charge equal to 1 1/2% of the face value shown on the Money Order for each month retroactive to the beginning of such six months period, or if lower, the maximum amount permitted by law. The administrative charge assessed at the end of the six (6) months period shall be applied retroactive to the date of purchase.

LIMITED RECOURSE: This Money Order will not be paid if it has been forged, altered, is a copy or stolen and in that event recourse shall be had only against the Endorser. This means that persons accepting this Money Order should accept it only from those known to them and against whom they have effective recourse. The money order cannot be converted electronically. If the need arises to trace this Money Order; contact Stripes LLC at (361) 693-3653. There is an administrative service charge to trace Money Order. Charges may vary.

Thank You For Shopping At Stripes Stores!

DOCUMENT HAS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

Stripes LLC
4525 Ayers St. - 78415
P.O. BOX 9036
Corpus Christi, Texas 78469

INTERNATIONAL MONEY ORDER

LIMITED RECOURSE: This Money Order will not be paid if it has been forged, altered, is a copy or stolen and in that event recourse shall be had only against the Endorser. This means that persons accepting this Money Order should accept it only from those known to them and against whom they have effective recourse. The money order cannot be converted electronically.
If the need arises to trace this Money Order, contact Stripes LLC at (361) 693-3653. There is an administrative service charge to trace Money Order. Charges may vary.

86-490/1031

C-2554004299

US Dollars & Cents

$****300.00

S/N: 2554004299 Loc: 2554 Csh: 24 Acct: 3769

Pay to the Order of: Hidalgo County

********** 5/23/2017 ▪ Three Hundred Dollars And Zero Cents

NOT VALID FOR OVER $300.00

SERVICE CHARGE: If the Money Order is not used or cashed (presented for payment) within six months of purchase date there will be a non-refundable administrative service charge, where permitted by law. The administrative service charge will be deducted from the face value shown on the Money Order. The administrative service charge shall be a monthly charge equal to 1 1/2% of the face value shown on the Money Order for each month retroactive to the beginning of such six months period, or if lower, the maximum amount permitted by law. The administrative charge assessed at the end of the six (6) months period shall be applied retroactive to the date of purchase.

Payable Through:
BancFirst
Oklahoma City, OK

Gerardo Islas
PURCHASER SIGNATURE

Clm #16-11-20-0030
MEMO

2801 Abbott Missio
78574
PURCHASER ADDRESS

⑆103104900⑆ 3769 2554004299⑈

DOCUMENT HAS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

Any Stripes LLC store will cash/exchange the Money Order for up to $100.00, Mon-Fri 7:30 A.M. - 5:30 P.M. (excluding major holidays) with a valid form of identification.

Privacy Policy: It is our company policy to maintain safeguards on personal consumer information. Our company does not share and/or disclose any personal consumer information, except for the sole purpose of maintaining State/Federal reporting requirements.
Please direct any inquiries or complaints on the Money Order to Customer Service at **Stripes LLC, PO Box 9036, Corpus Christi, TX 78469, (361) 693-3653.**

Despues de avisar primero a Socios de Stripes LLC, si usted todavia tiene una queja sin resolucion con respecto a la transmision de dinero o actividad de cambio de moneda, dirija por favor su queja.

Texas Consumers:
After first contacting Stripes LLC, if you still have an unresolved complaint regarding the company's money transmission or currency exchange activity, please direct your complaint to:

Texas Department of Banking, 2601 North Lamar Blvd, Suite 300, Austin, TX 78705-4294, (877) 276-5554 (toll-free)
Fax: (512) 475-1313, consumer.complaints@dob.texas.gov, www.dob.texas.gov

Stripes LLC
4525 Ayers St.
Corpus Christi TX 78415
(361) 693-3653
Have A Nice Day!!

DOCUMENT HAS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

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Privacy Policy: It is our company policy to maintain safeguards on personal consumer information. Our company does not share and/or disclose any personal consumer information, except for the sole purpose of maintaining State/Federal reporting requirements.
Please direct any inquiries or complaints on the Money Order to Customer Service at **Stripes LLC, PO Box 9036, Corpus Christi, TX 78469, (361) 693-3653.**

Despues de avisar primero a Socios de Stripes LLC, si usted todavia tiene una queja sin resolucion con respecto a la transmision de dinero o actividad de cambio de moneda, dirija por favor su queja.

Texas Consumers:
After first contacting Stripes LLC, if you still have an unresolved complaint regarding the company's money transmission or currency exchange activity, please direct your complaint to:

Texas Department of Banking, 2601 North Lamar Blvd, Suite 300, Austin, TX 78705-4294, (877) 276-5554 (toll-free)
Fax: (512) 475-1313, consumer.complaints@dob.texas.gov, www.dob.texas.gov

Stripes LLC
4525 Ayers St.
Corpus Christi TX 78415
(361) 693-3653
Have A Nice Day!!

DOCUMENT HAS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

Any Stripes LLC store will cash/exchange the Money Order for up to $100.00, Mon-Fri 7:30 A.M. - 5:30 P.M. (excluding major holidays) with a valid form of identification.

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Fax: (512) 475-1313, consumer.complaints@dob.texas.gov, www.dob.texas.gov

. . Safety

COLLISION MASTERS
2510 WEST EXPRESSWAY 83
MISSION, TX 78572
PHONE:(956)519-8414 FAX:(956)580-2244
"WE DO THE BODY GOOD"

688

***** PRELIMINARY ESTIMATE *****

11/21/2016 09:42 AM

Owner

Owner: HIDALGO COUNTY UNIT 688

Inspection

Inspection Date: 11/21/2016 09:42 AM
Inspection Type:
Primary Impact: Left Side
Secondary Impact: Left Rear Side

Company: COLLISION MASTERS, INC.
Appraiser License # :
Contact: CRUZ GARCIA / or O SHANNON BARBO
Address: 11700 N ROOTH RD
Work/Day: (956)380-3368
Cell: (956)205-3541
City State Zip: EDINBURG, TX 78572
FAX: (956)380-0822
Email: CRUZGARCIA88@YAHOO.COM/ sbarbo.collisionmasters@gmail.com

Repairer

Repairer: COLLISION MASTERS INC.
Contact:
Address: 11700 N. ROOTH RD
Work/Day: (956)380-3368
FAX: (956)380-0822
City State Zip: EDINBURG, TX 78574
FAX: (956)380-0822
Email: sbarbo.collisionmasters@gmail.com

Vehicle

2016 Chevrolet Tahoe Police 4 DR Wagon
8cyl Gasoline 5.3 FLEX
6-Speed Automatic

Lic Expire:
VIN: 1GNLCDEC7GR150652
Veh Insp# :
Mileage Type: Actual
Condition:
Code: U7434D
Ext. Refinish: Two-Stage
Int. Refinish: Two-Stage

Options

2nd Row Head Airbags
Alarm System
Auxiliary Audio Input
Cargo Organizer
Daytime Running Lights
Dual Zone Auto A/C
Halogen Headlights
Heavy Duty Battery
In-Vehicle WiFi
Lighted Entry System
OnStar System
AM/FM CD Player
Anti-Lock Brakes
Camper/Towing Package
Cargo/Trunk Net
Driver Information Sys
Extra HD Alternator
Head Airbags
Heavy Duty Cooling
Intermittent Wipers
Locking Differential
Power Brakes
Air Conditioning
Auto Headlamp Control
Cargo Lamp
Cruise Control
Dual Airbags
Full Size Spare Tire
Heated Power Mirrors
Hi-Flow Air Cleaner
Keyless Entry System
MP3 Decoder
Power Door Locks

Power Drivers Seat	Power Steering	Power Windows
Privacy Glass	Pwr Accessory Outlet(s)	Rain-Sensing W/S Wipers
Rear View Camera	Rear Window Defroster	Rear Window Wiper/Washer
Reverse Sensing System	Side Airbags	Skid Plates
Split Folding Rear Seat	Split Front Bench Seat	Stability Cntrl Suspensn
Steel Wheels	Strg Wheel Radio Control	Theft Deterrent System
Tilt Steering Wheel	Tinted Glass	Tire Pressure Monitor
Traction Control System	Trailer Hitch	USB Audio Input(s)
Velour/Cloth Seats	Wireless Audio Streaming	Wireless Phone Connect

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	RI	454		Mldg,Rear Door Side LT	R & I Assembly				0.2	SM
Rear Doors										
2	I	289		Pnl,Rear Door Outer LT	Repair				0.5*	SM
3	L	289	13	Pnl,Rear Door Outer LT	Refinish				3.6	RF
					2.5 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
4	RI	329		W/Strip,Belt Outer LT	R & I Assembly				0.8	SM
5	RI	337		Handle,RR Door Outer LT	R & I Assembly				0.2	SM
Quarter And Rocker Panel										
6	I	389		Panel,Quarter LT	Repair				1.0*	SM
7	L	389		Panel,Quarter LT	Refinish				2.9	RF
					2.4 Surface					
					0.5 Two-stage					

7 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Paint & Materials	6.5 Hours @ $28.00	$182.00	
Parts & Material Total			$182.00

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$40.00	1.2	1.5	2.7	$108.00
Mech/Elec (ME)	$75.00				
Frame (FR)	$50.00				
Refinish (RF)	$40.00	6.5		6.5	$260.00

Labor Total		9.2 Hours	$368.00
Gross Total			**$550.00**
Net Total			**$550.00**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 78572 Audatex Host

AI-60151 **Executive Office** **10. H.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept a settlement check from Lexington Insurance Company in the amount of $5,775.60 to settle storm damages to County property during the Weather Event of May 31, 2016.

BACKGROUND

DOI: 05/31/16

7-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Lexington Insurance Company Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/06/2017 02:52 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Aida Alvarez		Started On: 06/06/2017 02:39 PM
Final Approval Date: 06/09/2017		

P4000028001

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

201705250204

Electronic Service Requested

1 OF 1

ENV 171

171 D.0118

HIDALGO COUNTY
9805 N 10TH ST
HIDALGO CO. ATTN: LAURO TORRES
MCALLEN, TX 78504-9529

Check No.: 10756540
RFP No.: 424817
Check Date: 05/25/2017
Check Amount: 5,775.60
Insured: HIDALGO COUNTY

Claimant: HIDALGO COUNTY

Claim Office: 501
Insuring Company: LEXINGTON INSURANCE COMPANY

Payee Name: HIDALGO COUNTY

Reference No. 00330616

Policy No.	Claim No.	Symbol	Date of Loss	Type	Status	Amount
000011144083	5658281569US	001	05/31/2016	IND	C	5,775.60
					Total Amount	5,775.60

Reason for Payment
final pmt from wind damage 5-31-16

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

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

LEXINGTON INSURANCE COMPANY

50-937/213

Claim No: 5658281569US Policy No.: 000011144083
Reason for Payment final pmt from wind damage 5-31-16

CHECK No. 10756540
RFP No. 00424817
DATE 05/25/2017

**********Five Thousand Seven Hundred Seventy Five & 60/100 Dollars*****

AMOUNT PAID
*******$5,775.60

Void after 90 Days

PAY TO THE ORDER OF HIDALGO COUNTY

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

AUTHORIZED SIGNATURE

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

⑈10756540⑈ ⑆021309379⑆ 7864205621⑈

5382814

SWORN STATEMENT IN PROOF OF LOSS

$____5,000,000 p/o $10,000,000
AMOUNT OF COVERAGE AT TIME OF LOSS

11144083
POLICY NUMBERS

____12/31/2015
COVERAGE EFFECTIVE DATE

5658281569US
CLAIM NUMBER

___ 12/31/2016
COVERAGE EXPIRATION DATE

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

1. **Time and Origin:** A ___windstorm___ loss occurred about the hour of __o'clock __p__ m. on the __31st___ day of __May__, 2016. The cause and origin of the said loss were: windstorm
2. **Occupancy:** The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: __Various Locations _____
3. **Title and Interest:** At the time of the loss, the interest of your Insured in the property described therein was _____owner_____. No other person or persons had any interest therein or encumbrance thereon, except: _____None noted or disclosed_____
4. **Changes:** Since the said contract was issued, there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: _____None noted or disclosed_____
5. **Total Insurance:** The total amount of coverage upon the property described by this contract was, at the time of the loss, $_5,000,000 p/o $10,000,000__ as more particularly specified in the apportionment attached, besides which there was no policy or other contract of insurance, written or oral, valid or invalid.
6. **The Actual Cash Value** of said property at the time of the loss was . . . . . $ ___NA_____
7. **The Whole Loss and Damage** was . . . . . $187,612.05 p/o 375,224.09

8. Less Amount of Remaining Recoverable Depreciation	**$5,779.53 p/o 11,559.05**
9. The ACV Amount Claimed was	**$181,832.52 p/o 363,665.04**
10. Less Deductible & Prior Payments	**$126,056.92 p/o 352,113.84**
11. The Amount Claimed under the above numbered policy is	**$5,775.60 p/o 11,551.20**
12. Supplement Claim to be filed in accordance with the terms and conditions of the policy is . . .	**$5779.53 p/o 11,559.05**

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

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

State of Texas _____

County of Hidalgo _____

Authorized ~~Representative~~ of Hidalgo County _____

Subscribed and sworn to before me this 23rd day of May, 2017.

Monica Badillo
Notary Public

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

A-PROOF OF LOSS

AI-60152 **Executive Office** **10. I.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept a settlement check from City of San Juan in the amount of $685.00 to settle property claim with County tractor.(Precinct 2)

BACKGROUND

DOI: 03/16/17

7-1100-360-00-000-005-0-000

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

Funding available as of 06/06/2017.

Attachments

City of San Juan Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/06/2017 03:00 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Aida Alvarez		Started On: 06/06/2017 02:48 PM
Final Approval Date: 06/09/2017		

ORIGINAL CHECK HAS A COLORED BACKGROUND AND WATERMARK ON THE BACK TO BE VALID. HOLD AT ANGLE TO VIEW WATERMARK

CITY OF SAN JUAN
GENERAL DISBURSEMENT FUND
709 S. NEBRASKA PH. (956) 223-2230
SAN JUAN, TX 78589

PlainsCapital Bank

129588

PAY

---Six Hundred Eighty Five Dollars and 00/100 Cents---

Date	AMOUNT
05/19/2017	$685.00

VOID AFTER 90 DAYS

TO THE ORDER OF

COUNTY OF HIDALGO
ATTN: EDUARDO "EDDIE" CANTU
300 W HALL ACRES STE G
PHARR, TX 78577

⑆113229941⑆ ⑈049000196 3⑈

CITY OF SAN JUAN

VENDOR: 007853 COUNTY OF HIDALGO

REFERENCE	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET PAY
80	5/17/2017	80			685.00

CHECK NO.	DATE
129588	05/19/2017

GROSS	DISCOUNT	CHECK AMOUNT
	CHECK TOTAL	685.00

VENDOR: 007853 COUNTY OF HIDALGO 05/19/2017 129588

INVOICE #	DATE	DESCRIPTION	AMOUNT
80	5/17/2017	80	685.00

CHECK TOTAL 685.00

Req#339657

WINDSHIELDS XPRESS
101 E. WARREN STREET
PHARR, TX 78577
956-283-9080 - PHONE

Estimate

Date	Estimate #
3/29/2017	2296

Name / Address
HIDALGO COUNTY PRECINCT #2 300 W. HALL ACRES RD. STE. G PHARR, TEXAS 78577-5486 956 787 1891 * 956 787 4683 - FAX email-yolanda.cisneros@co.hidalgo.tx.us

Project

Description	Qty	Cost	Total
OEM WINDSHIELD	1	490.00	490.00
LABOR	1	195.00	195.00
URETHANE ADHESIVE	2	0.00	0.00
JOHN DEERE		0.00	0.00T
SERIAL # 1PY5065ELFY145318			
ATTN: PACHECO			
Sales Tax		8.25%	0.00

HIDALGO COUNTY
PRECINCT NO. 2
COMPOUND
2017 MAR 23 AM 10 50

Total $685.00

Customer Signature _____

AI-60266 **Human Resources** **11. A.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Executive Office - Veterans Services (1100):
1. Discussion, consideration, and approval of the following personnel actions, effective next full pay period of 06/26/2017:

Action	Dept.	Slot#	Position Title	Proposed Budgeted Salary
Create	370	0009	Assistant Veterans Services Officer	$31,255.00
Create	370	0010	Assistant Veterans Services Officer	$31,255.00

2. Approval of interdepartmental transfer.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-444-00-370-001-0-XXX

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

BUDGETARY IMPACT:

Funding available via interdepartmental transfer.

Attachments

JOB DESCRIPTION
Fiscal Note
Interdepartmental Transfer
PARs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/09/2017 02:07 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Diana Munoz		Started On: 06/09/2017 01:55 PM
Final Approval Date: 06/09/2017		

HIDALGO COUNTY VETERAN SERVICES

ASSISTANT VETERANS SERVICES OFFICER

GENERAL DESCRIPTION

Employee performs entry level counseling and claims work. Work involves counseling and assisting veterans and their dependents or beneficiaries regarding veterans' benefits and employment services. Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Interviews veterans, their dependents, or survivors and provide services, counseling, and assistance in obtaining benefits, rights, and entitlements

Registers veterans, their dependents, or survivors for employment program services

Determines employer requirements, refers qualified candidates, and verifies satisfactory placement

Prepares and files claims and supporting evidence for successful adjudication

Consults with medical or legal staff in the development of pertinent evidence to support claims

Maintains client files

May prepare and submit reports

May conduct outreach activities to identify veterans, their dependents, or survivors in need of intensive services, claims assistance, and other supportive services

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in interviewing and counseling work

Graduation from an accredited four (4) year college or university with major course work in social work or a related field

Knowledge, Skills, and Abilities

Knowledge of laws, rules, and regulations applicable to the processing of veterans' claims; and of assessment techniques

Skill in interviewing and counseling

Ability to communicate effectively

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others

- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: 06/13/17

Agenda Item: 60266

Summary of request/proposal:
Veterans Services (1100): Approval of the following personnel actions, effective next full pay period of 06/26/17

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Assistant Veterans Services Officer	0009	113	0.00	31,255.00	31,255.00
1100	Assistant Veterans Services Officer	0010	113	0.00	31,255.00	31,255.00
				0.00	62,510.00	62,510.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-444-00-370-001-0-	113	VETERANS SRV-	REG F/T EMPLOYEES	$32,457.12
7-1100-444-00-370-001-0-	211	VETERANS SRV-	HEALTH INSURANCE	$6,542.31
7-1100-444-00-370-001-0-	212	VETERANS SRV-	LIFE INSURANCE	$45.24
7-1100-444-00-370-001-0-	220	VETERANS SRV-	FICA	$2,482.97
7-1100-444-00-370-001-0-	230	VETERANS SRV-	RETIREMENT	$3,722.83
7-1100-444-00-370-001-0-	250	VETERANS SRV-	UNEMPLOYMENT COMP	$194.74
7-1100-444-00-370-001-0-	260	VETERANS SRV-	WORKER'S COMP	$68.16
			2017 Budgetary Impact	$45,513.37

2018 Budgetary Impact $87,655.37

Possible Funding Sources: Interdepartmental Transfer

Comments:

DATE: June 13, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Executive Office - Veterans Services

ACCOUNT NUMBER: 7-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Miguel Martinez **PHONE:** (956) 292-7025 Ext. 5407

2017
Transfer
AI-60266

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
7-1100-415-00-115-002-0- 899	**CO WIDE ADM-**	**CONTINGENCY**	**(45,513.37)**
TO			
7-1100-444-00-370-001-0- 113	**VETERANS SRV-**	**REG F/T EMPLOYEES**	**32,457.12**
7-1100-444-00-370-001-0- 211	**VETERANS SRV-**	**HEALTH INSURANCE**	**6,542.31**
7-1100-444-00-370-001-0- 212	**VETERANS SRV-**	**LIFE INSURANCE**	**45.24**
7-1100-444-00-370-001-0- 220	**VETERANS SRV-**	**FICA**	**2,482.97**
7-1100-444-00-370-001-0- 230	**VETERANS SRV-**	**RETIREMENT**	**3,722.83**
7-1100-444-00-370-001-0- 250	**VETERANS SRV-**	**UNEMPLOYMENT COMP**	**194.74**
7-1100-444-00-370-001-0- 260	**VETERANS SRV-**	**WORKERS COMP**	**68.16**
TOTAL BUDGET INCREASE (DECREASE)			**$ (0.00)**

REASON: **Transfer needed to fund personnel actions, AI-60266, CC 06/13/17.**

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JUN 09 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

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

DATE:	06/09/2017	**CURRENT POSITION TITLE:**	
DEPARTMENT NAME:	Veteran's Services	**CURRENT SLOT NO.:**	0009
DEPARTMENT NO.:	370-001	**REQUESTED POSITION TITLE:**	Assistant Veterans Services Officer

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
SALARY REQUEST:	$ 0.00	$ 31,255.00	$ 31,255.00
SALARY REQUEST:			$ 0.00

TOTAL BUDGETARY IMPACT: $ 31,255.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds
☐ Salary Adjustment ☐ Other _____

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

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

M Bodden for Valde Guerra — 6/9/17
Department Head — Date

Kelli Ordaz — 6/12/2017
Department of Human Resources — Date

[signature] — 6/12/17
Department of Budget & Management — Date

HR Form: 032 *2/9/2017*

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JUN 09 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

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

DATE:	06/09/2017	**CURRENT POSITION TITLE:**	
DEPARTMENT NAME:	Veteran's Services	**CURRENT SLOT NO.:**	0010
DEPARTMENT NO.:	370-001	**REQUESTED POSITION TITLE:**	Assistant Veterans Services Officer

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

SALARY REQUEST:	$ 0.00 Current Grade & Step Budgeted Salary	$ 31,255.00 Proposed Grade & Step Budgeted Salary	$ 31,255.00 Net Change
SALARY REQUEST:	_____ Current Grade & Step Budgeted Salary	_____ Proposed Grade & Step Budgeted Salary	$ 0.00 Net Change
TOTAL BUDGETARY IMPACT:	$ 31,255.00		

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds
☐ Salary Adjustment ☐ Other _____

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

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

for Valde Rivera Department Head	6/9/17 Date
Department of Human Resources	6/12/2017 Date
Department of Budget & Management	6/12/17 Date

HR Form: 032

2/9/2017

AI-60173 **Human Resources** **11. B.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Sheriff's Office (1100):
Discussion, consideration, and approval of the following personnel actions, effective next full pay period 06/26/2017:

Action	Slot#	Dept. / Program	Current/Proposed Position Title	Proposed Budgeted Allowance
Clothing allowance (add)	0058	280-001	Deputy Sheriff Step I	$500.00
Clothing allowance (add)	0331	280-001	Deputy Sheriff Step I	$500.00
Clothing allowance (add)	0378	280-001	Deputy Sheriff Step I	$500.00
Clothing allowance (add)	0405	280-001	Deputy Sheriff Step I	$500.00

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-280-001-0-119

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

BUDGETARY IMPACT:

Funding available within department's budget; see salary analysis.

Attachments

Fiscal Note
Salary Analysis
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2017 01:52 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Diana Munoz		Started On: 06/07/2017 11:28 AM
Final Approval Date: 06/09/2017		

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **6/13/17**

Agenda Item: **60173**

Summary of request/proposal:
Sheriff's Office (1100): Approval of the following personnel actions, effective next full pay period 06/26/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Deputy Sheriff Step I	0058	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0331	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0378	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0405	119	0.00	500.00	500.00
				0.00	2,000.00	2,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-421-00-280-001-0-	119	SHERIFF'S OFFICE	CLOTHING ALLOWANCE	$1,038.46
7-1100-421-00-280-001-0-	211	SHERIFF'S OFFICE	HEALTH INSURANCE	$0.00
7-1100-421-00-280-001-0-	212	SHERIFF'S OFFICE	LIFE INSURANCE	$0.00
7-1100-421-00-280-001-0-	220	SHERIFF'S OFFICE	FICA	$79.44
7-1100-421-00-280-001-0-	230	SHERIFF'S OFFICE	RETIREMENT	$119.11
7-1100-421-00-280-001-0-	250	SHERIFF'S OFFICE	UNEMPLOYMENT COMP	$6.23
7-1100-421-00-280-001-0-	260	SHERIFF'S OFFICE	WORKER'S COMP	$32.40
			2017 Budgetary Impact	$1,275.64

2018 Budgetary Impact $2,456.80

Possible Funding Sources: **Funding available within department's budget; see salary analysis.**

Comments:

Hidalgo Co. Budget Office
2/3/2005

SHERRIF'S OFFICE

Salaries Analysis Worksheet

As of 06/09/17

Acct No: 7-1100-412-00-280-001-0-XXX Sheriff's Office

ACTUAL

Object Code	Acct. Description	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Availability
119	Clothing Allowance	$1,913.40	15.5	$29,657.70	$30,993.08	$1,335.38
TOTAL		**$1,913.40**	**-**	**$29,657.70**	**$30,993.08**	**$1,335.38**

*Calculations based on **actual** expenditures.

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 06 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 - 001

DATE: 6-5-2017

CURRENT POSITION TITLE: DEPUTY SHERIFF STEP I

CURRENT SLOT. #: 001-331/001-058

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00X2 (Proposed Budgeted Salary) $ 500.00X2=$1,000.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Adding clothing allowance.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 6-5-17	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 6/08/2017	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 6/9/17	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 06 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 - DD1 **DATE:** 6-5-2017

CURRENT POSITION TITLE: DEPUTY SHERIFF STEP I **CURRENT SLOT. #:** 001-378/001-405

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00X2 (Proposed Budgeted Salary) $ 500.00X2=$1,000.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Adding clothing allowance.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 6-5-17	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 6/08/2017	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 6/9/17	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-60139 **Human Resources** **11. C.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

CCL #2 (1100):
1. Discussion, consideration, and approval to extend a Temporary Full Time Clerk I position, Slot T006, not to exceed 12 weeks and/or 09/08/17.
2. Approval of intradepartmental transfer.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-412-00-022-001-0-XXX

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

BUDGETARY IMPACT:

Funding available from lapsed funds in department's FICA account; see salary analysis.

Attachments

Transfer
Salary Analysis
Job Description
Fiscal Note
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2017 11:37 AM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Diana Munoz		Started On: 06/06/2017 10:57 AM
Final Approval Date: 06/09/2017		

DATE: June 13, 2017

2017
Transfer

AI - 60139

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for CCL #2

ACCOUNT NUMBER: 7-1100-412-00-022-001-0-XXX

Contact Person: Miguel Martinez **Ph#:** (956) 292-7025 Ext 5407

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
220	FICA	121	Temp F/T Employees	5,760.00
			TOTAL	**5,760.00**

REASON:
Transfer needed to fund personnel action in AI-60139, CC Regular 06/13/17.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

County Court-at-Law #2

Salaries Analysis Worksheet

As of 06/08/17

Acct No: 7-1100-412-00-022-001-0-XXX CCL #2

ACTUAL

Object Code	Acct. Description	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Availability
220	FICA	$553.13	15.5	$8,573.52	$20,165.95	$11,592.44
250	Unemployment	$33.63	15.5	$521.27	$1,083.82	$562.56
260	Workers Comp	$14.85	15.5	$230.18	$1,400.97	$1,170.80
TOTAL		**$601.61**	**-**	**$9,324.96**	**$22,650.74**	**$13,325.79**

*Calculations based on **actual** expenditures.

HIDALGO COUNTY

CLERK I

GENERAL DESCRIPTION

Performs (entry-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, or accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Reviews completed forms for signatures and proper entries

Provides information to the public by mail or telephone

Receives shipments and supplies, inspects for damage, and checks for correct quantity and quality

Assembles, organizes, and tabulates data; may perform data entry and retrieval

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Delivers documents, supplies, or other items; takes deposits to the bank; and runs errands as appropriate

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May assist in conducting physical inventory

May receive and count cash

May make arrangements for repairs and services

May assemble and pack shipments, contact transportation companies to arrange for shipping, and assist in loading trucks

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Six (6) months of experience with clerical operations

Graduation from a high school or equivalent (GED)

Experience and education may be substituted for one another

Certificates, Licenses, Registrations

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of office procedures and of spelling, grammar, punctuation, and arithmetic

Skill in using personal computers and office equipment

Ability to prepare and maintain records, files, and reports

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, June 13, 2017** **Agenda Item:** **60139**

Summary of request/proposal:
CCL #2 (1100): Approval of the following personnel actions.

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Clerk I	T006	121	0.00	5,760.00	5,760.00
				0.00	5,760.00	5,760.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-412-00-022-001-0-	121	CCL #2	TEMP F/T EMPLOYEES	$5,760.00
7-1100-412-00-022-001-0-	220	CCL #2	FICA	$440.64
7-1100-412-00-022-001-0-	250	CCL #2	UNEMPLOYMENT COMP	$34.56
7-1100-412-00-022-001-0-	260	CCL #2	WORKER'S COMP	$12.10
			2017 Budgetary Impact	$6,247.30

Possible Funding Sources: **Funding will be covered by lapsed funds in FICA account; see salary analysis.**

Comments:

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JUN 06 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

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

DATE:	06/05/2017	**CURRENT POSITION TITLE:**	Clerk I (OT)
DEPARTMENT NAME:	CCL#2	**CURRENT SLOT NO.:**	T006
DEPARTMENT NO.:	022-001	**REQUESTED POSITION TITLE:**	Clerk I ~~(Temporary)~~ (OT)

REQUEST FOR: ☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other _____

	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
SALARY REQUEST:	$ 0.00	$ 5,760.00	$ 5,760.00
SALARY REQUEST:			$ 0.00

TOTAL BUDGETARY IMPACT: $ 5,760.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

(OT) ☑ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds
☐ Salary Adjustment ☐ Other _____

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

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt

FLSA: ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position
06/19/2017 (IT work)	09/08/2017	Mon - Fri 8AM-5PM	40	12

Annual Salary $ 5,760.00 (Annual Salary / 2080 hrs per year = Hourly Rate) Hourly Rate $ 12.00

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

To assist with answering phones, datea entry, and to assist staff members with office duties.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	Date 6/6/17
Department of Human Resources	Date 6/08/2017
Department of Budget & Management	Date 6/9/17

HR Form: 032 *2/9/2017*

AI-60224 **Human Resources** **11. D.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Elections Department (1100):
Discussion, consideration, and approval to extend ten (10) temporary full-time Elections Clerk positions, Slot No.'s T184 - T193, not to exceed six (6) months, and/or 12/31/2017.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

Funding undetermined.

Attachments

Fiscal Note
PAR
MPA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2017 04:30 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Diana Munoz		Started On: 06/08/2017 02:13 PM
Final Approval Date: 06/09/2017		

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, June 13, 2017 Agenda Item: 60224

Summary of request/proposal:
Elections Department (1100): Approval of the following personnel actions.

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Elections Clerk	T184	121	0.00	12,480.00	12,480.00
1100	Elections Clerk	T185	121	0.00	12,480.00	12,480.00
1100	Elections Clerk	T186	121	0.00	12,480.00	12,480.00
1100	Elections Clerk	T187	121	0.00	12,480.00	12,480.00
1100	Elections Clerk	T188	121	0.00	12,480.00	12,480.00
1100	Elections Clerk	T189	121	0.00	12,480.00	12,480.00
1100	Elections Clerk	T190	121	0.00	12,480.00	12,480.00
1100	Elections Clerk	T191	121	0.00	12,480.00	12,480.00
1100	Elections Clerk	T192	121	0.00	12,480.00	12,480.00
1100	Elections Clerk	T193	121	0.00	12,480.00	12,480.00
				0.00	124,800.00	124,800.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-414-00-130-001-0-	121	ELECTIONS DEPT -	TEMP F/T EMPLOYEES	$124,800.00
7-1100-414-00-130-001-0-	220	ELECTIONS DEPT -	FICA	$9,547.20
7-1100-414-00-130-001-0-	250	ELECTIONS DEPT -	UNEMPLOYMENT COMP	$748.80
7-1100-414-00-130-001-0-	260	ELECTIONS DEPT -	WORKER'S COMP	$262.08
			2017 Budgetary Impact	$135,358.08

Possible Funding Sources: Funding undetermined.

Comments:

Hidalgo Co. Budget Office
2/3/2005

COUNTY OF HIDALGO
Human Resources Department

PERSONNEL ADJUSTMENT REQUEST FORM

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

DATE: 06/06/2017

DEPARTMENT NAME: Elections

DEPARTMENT NO.: 130 - DD1

CURRENT POSITION TITLE: Elections OT ~~Election Clerk (Temp)~~ OT

CURRENT SLOT NO.: M.P.A. attached

REQUESTED POSITION TITLE: Elections Clerk ~~(Temp)~~ OT

REQUEST FOR: ☑ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other _____

SALARY REQUEST:

$ 0.00	$ 124,800.00	$ 124,800.00
Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds
☐ Salary Adjustment ☐ Other _____

POSITION TYPE:

☐ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☑ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt

FLSA: ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

07/03/2017 OT	12/29/2017 31 OT	M-F, 8am - 5 pm	40	6 months
Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary OT $ 12,480.00 Hourly Rate $ 12.00

Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: *(Explain why position or adjustment request is essential)*

To extend current temporary positions for additional period; required with the use of new voting equipment implementation in county wide outreach plan and upcoming elections.

* **POSITION RECLASSIFICATION COMMENTS:** *(Attach completed Reclassification Analysis Form and additional pages if needed)*

Department Head	Date 06/06/2017
Department of Human Resources	Date 6/08/2017
Department of Budget & Management	Date 6/9/17

COUNTY OF HIDALGO
Human Resources Department

MULTIPLE PERSONNEL ACTION
(ATTACHMENT A)

NOTE: *COMPLETE THIS FORM IN ADDITION TO YOUR PAR FORM, IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DEPARTMENT NAME: Elections Department

DEPARTMENT NO.: 130

Position Information:

Slot No.	Current Position Title	Proposed Position Title	Current Budgeted Salary	Proposed Budgeted Salary
T184	Elections Clerk (Temp)	Elections Clerk (Temp)	$ 0.00	$ 12,480.00
T185	Elections Clerk (Temp)	Elections Clerk (Temp)	$ 0.00	$ 12,480.00
T186	Elections Clerk (Temp)	Elections Clerk (Temp)	$ 0.00	$ 12,480.00
T187	Elections Clerk (Temp)	Elections Clerk (Temp)	$ 0.00	$ 12,480.00
T188	Elections Clerk (Temp)	Elections Clerk (Temp)	$ 0.00	$ 12,480.00
T189	Elections Clerk (Temp)	Elections Clerk (Temp)	$ 0.00	$ 12,480.00
T190	Elections Clerk (Temp)	Elections Clerk (Temp)	$ 0.00	$ 12,480.00
T191	Elections Clerk (Temp)	Elections Clerk (Temp)	$ 0.00	$ 12,480.00
T192	Elections Clerk (Temp)	Elections Clerk (Temp)	$ 0.00	$ 12,480.00
T193	Elections Clerk (Temp)	Elections Clerk (Temp)	$ 0.00	$ 12,480.00
	DT	DT		

AI-60193 **Human Resources** **11. E.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Constable Pct. 3 (1100):
Discussion, consideration, and approval of back pay payment, as per Exhibit A, to Employee #142247, for successfully completing the probationary requirements according to the Law Enforcement Pay Plan on 06/08/2016.

BACKGROUND

Back pay payment is for the period of 06/08/16 through 05/14/2017.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-293-001-0-XXX

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

BUDGETARY IMPACT:

Funds available within dept. budget.

Attachments

EXHIBIT A

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/07/2017 04:52 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Diana Munoz		Started On: 06/07/2017 04:39 PM
Final Approval Date: 06/09/2017		

Exhibit A

RETRO PAY WORKSHEET

EMPLOYEE NO. 142247 LOC 293

EMPLOYEE NAME [redacted] Standard Pay $1,714.50

BEFORE

Dates: 05/30/16 - 06/07/16					
# HRS AT OLD RATE =	62.5	X	19.2236 (old hourly rate)	=	$ 1,201.4750
Dates: 06/08/16 - 06/12/16					
# HRS AT OLD RATE =	17.5	X	19.2236 (new hourly rate)	=	$ 336.4130
Dates: 06/13/16 - 12/11/16					
# HRS AT OLD RATE =	1040	X	19.2236 (new hourly rate)	=	$ 19,992.5440
Dates: 12/12/16 - 05/14/17					
# HRS AT OLD RATE =	880	X	19.2236 (new hourly rate)	=	$ 16,916.7680
	2000		SUB TOTAL REG JOB:		$ [redacted]38,447.2000
Dates: 05/30/16 - 12/11/16					
# OT HRS AT OLD RATE =	367.5	X	19.2236 (new hourly rate)	=	$ 7,064.6730
Dates: 12/12/16 - 05/14/17					
# OT HRS AT OLD RATE =	274.5	X	19.2236 (new hourly rate)	=	$ 5,276.8782
	642		SUB TOTAL OT JOB:		$ [redacted]12,341.5512
			[redacted] WAS PAID TOTAL:		$ [redacted]50,788.7512

AFTER

Dates: 05/30/16 - 06/07/16				=	
# HRS AT OLD RATE =	62.5	X	19.2236 (old hourly rate)		$ 1,201.4750
Dates: 06/08/16 - 06/12/16					
# HRS AT NEW RATI =	17.5	X	21.4313 (new hourly rate)		$ 375.0478
Dates: 06/13/16 - 12/11/16					
# HRS AT NEW RATI =	1040	X	21.4313 (new hourly rate)		$ 22,288.5520
Dates: 12/12/16 - 05/14/17				=	
# HRS AT NEW RATI =	880	X	21.4313 (new hourly rate)		$ 18,859.5440
	2000		SUB TOTAL REG JOB:	=	$ [redacted]42,724.6188
Dates: 05/30/16 - 12/11/16					
# OT HRS AT OLD RATE =	367.5	X	21.4313 (new hourly rate)	=	$ 7,876.0028
Dates: 12/12/16 - 05/14/17					
# OT HRS AT OLD RATE =	274.5	X	21.4313 (new hourly rate)	=	$ 5,882.8919
	642		SUB TOTAL OT JOB:	=	$ [redacted]13,758.8946
			[redacted] S/H/B PAID [redacted]		$ [redacted]56,483.5134
			RETRO:		$ [redacted]5,694.761

AI-60209 **Urban County** **12. A.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Hold a Public Hearing to consider public comments for Hidalgo County Precinct No. 2's proposed program amendment for fiscal year 29 (2016) to decrease Street Improvements line item funding and increase the Other Public Facility Improvements for the San Juan Youth Center Project.

2. Requesting approval of a program amendment for Hidalgo County Precinct No. 2 for fiscal year 29 (2016) to decrease Street Improvements line item funding and increase the Other Public Facility Improvements line item for the San Juan Youth Center Project.

BACKGROUND

A Public Hearing was held on June 13, 2017, at 9:30 A.M. and citizen participation requirements have been met. The project will include the construction of the Youth center located within the City of San Juan, to include but not limited to the purchase of furniture, recreational equipment, and all related appurtenances, such as, canopies, benches, picnic tables, fencing etc. See attached Public Hearing Notice published in The Monitor on June 10, 2017.

Fiscal Impact

Attachments

Amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2017 10:05 AM
Final Approval	Monica Salinas	06/09/2017 05:19 PM

Form Started By: Sandra Regalado Started On: 06/08/2017 09:54 AM
Final Approval Date: 06/09/2017

PUBLIC HEARING NOTICE
HIDALGO COUNTY
URBAN COUNTY PROGRAM

Publication date: Saturday, June 10, 2017

BUDGET AND PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, Hidalgo County - Precinct No. 2 will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed Budget and Program Amendment to its Urban County program funding **Year 29 (2016).**

The Public Hearing will be held on **Tuesday, June 13, 2017 at 9:30 a.m.** at the Hidalgo County Administration Building located at 100 East Cano (First Floor), Edinburg, Texas 78539.

Following is the proposed Budget and Program Amendment for your consideration:

Original Budget	**Urban County Year 29 (2016) Activities**	**Proposed Budget**
$252,964.00	Street Improvements (95,000.00)	$157,964.00
$ 75,000.00	Other Public Facilities and Improvements- San Juan Youth Center	$170,000.00
$327,964.00	**TOTAL**	**$327,964.00**

The amendment will **decrease** the Street Improvements project and **increase** the Other Public Facilities and Improvements funding for the San Juan Youth Center by 95,000.00. The project includes the continuation of funding for the construction of the youth center located within the City of San Juan, to include but not limited to the purchase of furniture, recreational equipment and all related appurtenances, such as, canopies, benches, picnic tables, fencing, etc.

Accommodations for individuals with handicaps shall be provided upon request.

For more information or you would like to submit written comments, please contact:

Hidalgo County - Urban County Program
Diana R. Serna, Director
427 E. Duranta Ave. Suite 107
Alamo, TX 78516
(956) 787-8127

AVISO DE AUDIENCIA PÚBLICA
CONDADO DE HIDALGO
PROGRAMA URBANO

Fecha de publicación: sábado, 10 de junio del 2017

PRESUPUESTO Y ENMIENDA DEL PROGRAMA

En conformidad con los requisitos del Programa de Desarrollo Comunitario Concesión de Bloque (CDBG), el Precinto No. 2 del Condado de Hidalgo llevará a cabo una audiencia pública para solicitar la opinión de aquellos interesados en el Presupuesto y Enmienda del Programa de sus fondos del Programa Urbano del Condado del año de financiamiento **29 (2016).**

La audiencia pública se llevará a cabo el **Martes, 13 de junio 2017 a las 9:30 a.m.** en la Corte de Comisionados del Condado ubicado en el **100 E. Cano, (Primer Piso), Edinburg, Texas 78539**.

La siguiente enmienda propuesta de presupuesto y programa para su consideración:

Presupuesto Original	**Condado Urbano Año 29 (2016) Actividades**	**Presupuesto Propuesto**
$252,964.00	Mejoras de Calles (-95,000.00)	$157,964.00
$ 75,000.00	Otras Facilidades y mejoras públicas - San Juan Youth Center	$170,000.00
$327,964.00	**TOTAL**	**$327,964.00**

La enmienda propuesta va a disminuir fondos del proyecto de Mejoras de Calles y aumentará el proyecto de Otras Facilidades y Mejoras Públicas para el Centro Juvenil de San Juan. El proyecto incluye la continuación de fondos para la construcción del centro juvenil ubicado dentro de la Ciudad de San Juan, incluyendo pero no limitado a la compra de muebles, equipo recreativo y todos los accesorios relacionados, tales como, toldos, bancos, mesas de picnic, y cerca etc.

Alojamiento para las personas con discapacidad se puede proporcionar a petición.

Para obtener más información o si desea enviar comentarios por escrito, comuníquese con:

Programa Urbano del Condado de Hidalgo
Directora Diana R. Serna
427 E. Duranta Ave. Suite 107
Alamo, TX 78516
(956) 787-8127

AI-60122 **Urban County** **12. B.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Subject to HB 1295 Compliance, requesting consideration and action to award and enter into a construction contract with RG Enterprises, LLC dba G&G Contractors for the City of Granjeno "2016 Parks, Recreational Facility Improvements" project in the amount of $149,000.00 for UCP Fiscal Years 20 ,28 & 29 (2007, 2015 & 2016); City of Granjeno -Parks, Recreational Facility Improvement funds will be utilized.

BACKGROUND

The bid opening was held on May 24, 2017 and the lowest responsible bidder meeting all specifications and/or requirements was RG Enterprises, LLC dba G&G Contractors. Project consists of Phase II for completion of the city park improvements. Please see attached letter of recommendation by the project engineer and contractor's general liability insurance. Project engineering firm is Hinojosa Engineering, Inc.

Contractor: RG Enterprises, LLC dba G & G Contractors

Contract Amount: $149,000.00

Available Funds: $ 2,529.84 2007 Parks, Rec, Fac. Imp.
$ 28,323.46 2015 Parks, Rec. Fac. Imp.
$220,000.00 2016 Parks, Rec. Fac. Imp.
$250,853.30 Total Funds

Fiscal Impact

Attachments

RG Enterprises LLC Contract, Insurance, Letter & Form 1295

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/05/2017 02:24 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Olga Lerma		Started On: 06/05/2017 10:42 AM
Final Approval Date: 06/09/2017		

HINOJOSA ENGINEERING, INC. Structural Engineering • Civil Engineering • Land Surveying
REGISTRATION NUMBER F-908 EXPIRATION DATE 09/30/2017

RECEIVED
MAY 31 2017
Urban County Program

May 30, 2017

Diana R. Serna
Director
Urban County Program
427 E Duranta Ave.
Alamo, TX 78516
(956)787-8127 Ph
(956)787-5291 Fax

RE: **Letter of Recommendation**

PROJECT: **City of Granjeno – 2016 Parks, Recreational Facility Phase II**
Bid No: 5016-30-0306-5000-3000-UCP-GVG

Dear Diana,

On May 24, 2017, bids were opened for the above referenced project at the Hidalgo County Purchasing Department. A total of 2 bids were submitted for the project. Contractors submitting bids were Armin Antonio Solis Construction and RG Enterprises, LLC DBA G&G Contractors (see attached Bid Tabulation Sheet). Based on the total bid amount for the Base Bid, Hinojosa Engineering, Inc. recommends the project be awarded to the low bidder RG Enterprises, LLC DBA G&G Contractors in the amount of $149,000.00.

Respectfully submitted,
Hinojosa Engineering, Inc.

Ricardo Hinojosa, P.E.
President

CC: Hinojosa Engineering, Inc. File

CONSTRUCTION CONTRACT

This Agreement entered into this **13th day of June 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 **RG Enterprises, LLC dba G&G Contractors (a Texas Limited Liability Company)** of **Cypress,** 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: **2016 Parks, Recreational Facility Improvements**

PROJECT NO.: **5016-30-0306-5000-3000-UCP-GVG**

PROJECT DESCRIPTION: **Granjeno Parks, Recreational Facility Improvements Phase II**

heinafter called the project, for the sum of **($149,000.00) –One Hundred Fourty-Nine Thousand 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 **Hinojosa Engineering, Inc.** and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **(120) One Hundred Twenty** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($250.00) Two Hundred and 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.

Rene Garza, Owner

Name of Firm: RG Enterprises, LLC dba G&G Contractors
Address: 711 E. Wisconsin Road,
Edinburg, Texas 78539

Federal I.D./S.S.: 80-0906079

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____ day of _____, 2017,

by **Rene Garza, Owner** of and on behalf of **RG Enterprises, LLC dba G&G Contractors**
(name) (title) (a limited liability corporation) (a partnership) (an individual)

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna, Director
Urban County Program

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: 4/28/2016

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 5/31/2017

PRODUCER
EDDIE VILLARREAL INSURANCE AGENCY
2167 S McColl Rd
Edinburg, TX 78539
(956) 381-0951

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
R G ENTERPRISES, LLC
DBA G & G CONTRACTORS
711 E WISCONSIN RD
EDINBURG, TX 78539
CELL: 956-929-1567

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: EVANSTON INSURANCE COMPANY	35378
INSURER B: TEXAS COUNTY MUTUAL	24392
INSURER C: TEXAS MUTUAL INS CO	22945
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	3EL2028	03/16/17	03/16/18	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	604891354	03/14/17	03/14/18	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP-0001221990	03-15-17	03-15-18	WC STATU-TORY LIMITS [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

GENERAL CONSTRUCTION
5016-30-0306-5000-3000-UCP-GVG

CITY OF GRANJENO-2016 PARKS, RECREATIONAL FACILITY PHASE II

CERTIFICATE HOLDER

HIDALGO COUNTY URBAN COUNTY PROGRAM
427 DURANTA AVE, STE . 107
ALAMO, TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL_____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

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:
2017-212245

Date Filed:
05/23/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

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.

Urban County Program City of Granjeno

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.

5016-30-0306-5000-3000-UCP-GVG
CITY OF GRANJENO - 2016 PARSK, RECREATIONAL FACILITY PHASE II

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 May day of 24, 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:
2017-212245

Date Filed:
05/23/2017

Date Acknowledged:
05/31/2017

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.

Urban County Program City of Granjeno

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.

5016-30-0306-5000-3000-UCP-GVG
CITY OF GRANJENO - 2016 PARSK, RECREATIONAL FACILITY PHASE II

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

Fiscal year thru period ending 05/31/2017

30

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5003 30 0300 5125 3001						
THE MONITOR	.00	665.82	.00	665.82	.00	100.0%
5003 30 0300 5200 3011						
ALL PRO CONTRACTORS, INC	.00	65,591.42	.00	65,591.42	.00	100.0%
5003 30 0513 5325 3001						
PUBLIC HEALTH EQUIPMENT & SUPP	.00	6,595.00	.00	6,595.00	.00	100.0%
5003 30 1401 5225 3001						
LEONOR GARCIA #4922	.00	32,976.00	.00	32,976.00	.00	100.0%
5003 30 2101 5600 3011						
CITY OF GRANJENO	.00	4,946.98	.00	4,946.98	.00	100.0%
5004 30 2101 5125 3001						
THE MONITOR	.00	757.53	.00	757.53	.00	100.0%
5004 30 2101 5600 3002						
CITY OF GRANJENO	.00	1,701.36	.00	1,701.36	.00	100.0%
5005 30 0311 5200 3011						
SOL TECHNOLOGIES	.00	223,840.00	.00	223,840.00	.00	100.0%
5005 30 1401 5225 3001						
VIRGINIA MATA #5940	.00	6,792.85	.00	6,792.85	.00	100.0%
5005 30 2101 5125 3001						
THE MONITOR	.00	3,800.61	.00	3,800.61	.00	100.0%
5005 30 2101 5600 3002						
CITY OF GRANJENO	.00	2,918.26	.00	2,918.26	.00	100.0%
5007 30 0306 5000 3000						
PARKS, RECREATIONAL FACILITIES	.00	.00	.00	2,529.84	2,529.84	.0%
5007 30 0306 5150 3001						
RABA KISTNER	.00	4,678.61	.00	4,678.61	.00	100.0%
5007 30 0306 5200 3011						
JCON CONSTRUCTION	.00	23,983.07	.00	23,983.07	.00	100.0%
5007 30 0306 5325 3002						
EXERPLAY, INC	.00	3,310.25	.00	3,310.25	.00	100.0%
5007 30 1401 5125 3001						
THE MONITOR	.00	616.00	.00	616.00	.00	100.0%
5007 30 1401 5225 3002						
VIRGINIA MATA #5940	.00	52,797.14	.00	52,797.14	.00	100.0%
5007 30 1401 5225 3003						
MARIA O. RENDON #7367	.00	19,498.23	.00	19,498.23	.00	100.0%
5007 30 1401 5225 3004						
PEDRO ROBLEDO #7502	.00	53,676.87	.00	53,676.87	.00	100.0%
5007 30 2101 5125 3002						
THE MONITOR	.00	439.50	.00	439.50	.00	100.0%
5007 30 2101 5600 3001						
CITY OF GRANJENO	.00	649.76	.00	649.76	.00	100.0%
5012 30 0306 5100 3010						
HINOJOSA ENGINEERING	.00	27,961.00	.00	27,961.00	.00	100.0%
5012 30 0306 5200 3011						
JCON CONSTRUCTION	.00	2,028.84	.00	2,028.84	.00	100.0%

0.00

2,529.84 +
28,323.46 +
220,000.00 +
250,853.30 +

250,853.30 +
149,000.00 -
101,853.30 +

— amount available for purchase of equipment — Aprueba.

Fiscal year thru period ending 05/31/2017

30

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5012 30 1401 5225 3001						
PEDRO ROBLEDO #7502	.00	4,294.29	.00	4,294.29	.00	100.0%
5012 30 2101 5125 3001						
THE MONITOR	.00	939.00	.00	939.00	.00	100.0%
5013 30 0306 5100 3010						
HINOJOSA ENGINEERING	.00	20,642.37	.00	20,642.37	.00	100.0%
5013 30 2101 5125 3001						
THE MONITOR	.00	1,934.50	.00	1,934.50	.00	100.0%
5014 30 0306 5100 3010						
HINOJOSA ENGINEERING	.00	7,646.63	3,750.00	11,396.63	.00	100.0%
5014 30 0306 5200 3011						
JCON CONSTRUCTION	.00	261,324.67	.00	261,324.67	.00	100.0%
5014 30 2101 5125 3001						
THE MONITOR	.00	600.70	.00	600.70	.00	100.0%
5015 30 0306 5000 3000						
PARKS, RECREATIONAL FACILITIES	.00	.00	.00	28,323.46	28,323.46	.0%
5015 30 0306 5200 3011						
JCON CONSTRUCTION	.00	8,583.42	32,880.00	41,463.42	.00	100.0%
5015 30 0306 5325 3001						
EXERPLAY, INC	.00	183,622.65	.00	183,622.65	.00	100.0%
5015 30 2101 5125 3001						
THE MONITOR	.00	2,317.47	.00	2,317.47	.00	100.0%
5016 30 0306 5000 3000						
PARKS, RECREATIONAL FACILITIES	.00	.00	.00	220,000.00	220,000.00	.0%
5016 30 0306 5100 3010						
HINOJOSA ENGINEERING	23,625.00	23,625.00	6,375.00	30,000.00	.00	100.0%
5016 30 0311 5000 3000						
STREET IMPROVEMENTS	.00	.00	.00	213,975.00	213,975.00	.0%
5016 30 0311 5100 3010						
HINOJOSA ENGINEERING	.00	.00	35,000.00	35,000.00	.00	100.0%
5016 30 2101 5000 3000						
GENERAL ADMINISTRATION	.00	.00	.00	2,733.34	2,733.34	0%
5016 30 2101 5125 3001						
THE MONITOR		266.66	.00	266.66	.00	100.0%
5094 30 0100 5125 3001						
THE MONITOR	.00	157.50	.00	157.50	.00	100.0%
5094 30 1401 5125 3001						
THE MONITOR	.00	409.50	.00	409.50	.00	100.0%
5094 30 1401 5225 1971						
ANTONIA CAVAZOS #3577	.00	15,000.00	.00	15,000.00	.00	100.0%
5094 30 1401 5225 1972						
GILBERTO MAGALLAN #1972	.00	15,000.00	.00	15,000.00	.00	100.0%
5094 30 1401 5225 3002						
BLANCA DE RUEDA #1593	.00	2,310.00	.00	2,310.00	.00	100.0%
5094 30 1401 5225 3003						
MARIA SEGURA #1649	.00	4,205.00	.00	4,205.00	.00	100.0%

Fiscal year thru period ending 05/31/2017

30

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5099 30 0311 5100 3010						
NOE GARZA ENGINEERING	.00	4,000.00	.00	4,000.00	.00	100.0%
5099 30 0311 5125 3002						
THE MONITOR	.00	155.25	.00	155.25	.00	100.0%
5099 30 0311 5150 3001						
RABA-KISTNER	.00	2,652.80	.00	2,652.80	.00	100.0%
5099 30 0311 5200 3011						
SASCON INC	.00	100,238.55	.00	100,238.55	.00	100.0%
5099 30 0311 5200 3022						
TEXAS PAVING CONSTRUCTION	.00	24,455.95	.00	24,455.95	.00	100.0%
Total Expenditure	23,625.00	2,635,476.79	78,005.00	3,181,043.43	467,561.64	85.3%

AI-60123 **Urban County** **12. C.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program would like to request authorization to cancel an existing contract with LeFevre Engineering & Management in the amount of $7,500.00 for the Sidewalks Improvements to Main Street within the City of Peñitas. UCP recommendation is to cancel the contract and close out of Purchase Order No. 9995.

BACKGROUND

Lefevre Engineering & Management has agreed to the cancellation and will not be submitting any further invoices for this project. All work performed has been paid for and project has been closed out. A copy of the letter is included.

Fiscal Impact

Attachments

Cancellation of Project for City of Penitas Sidewalks Project

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Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/05/2017 02:24 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Olga Lerma		Started On: 06/05/2017 11:01 AM
Final Approval Date: 06/09/2017		

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

May 31, 2017

Guadalupe V. Garcia
UCP Coordinator II
Hidalgo Urban County Program
427 E. Duranta Ave.
Alamo, Texas 78516

Re: City of Peñitas – Sidewalks Project
Cancellation of Project

Dear Ms. Garcia:

As discussed in a meeting on January 30, 2017 with Hidalgo Urban County (HUC), LeFevre Engineering & Management Consulting, LLC (LEMC) and the City of Peñitas (City), all parties are all in agreement of cancellation of project. However, since LEMC completed a portion of the scope of work, an invoice of seventy-five percent (75%) was submitted and paid in full by Hidalgo Urban County Program.

Please call our office at (956) 687-5362 should you have any questions on the enclosed information.

Sincerely,

Emigdio "Milo" Salinas, PE
LeFevre Engineering & Management Consulting, LLC
Vice President

CITY OF PEÑITAS

Mayor Rodrigo "Rigo" Lopez
Mayor ProTem Jose Roel Flores
Council Pl.1 Alex Guajardo
Council Pl.3 Felipe Quintanilla
Council Pl. 4 Ramiro Loya
City Manager Omar Romero
City Secretary Ana Valdez

RECEIVED
JAN 31 2017
Urban County Program

January 31, 2017

Guadalupe V. Garcia
UCP Coordinator II
Hidalgo Urban County Program
427 E. Duranta Ave.
Alamo, Texas 78516

RE: City of Penitas- Sidewalks Project
Cancellation of Project

Ms. Garcia:

Due to the funding amount needed for the completion of the Sidewalk Project in the City of Penitas, we will be unable to complete the project as planned and therefore will be cancelling the project. The city has a higher priority need for Street Improvements to Tom Gill Rd at this time. The City understands that it will be responsible for expenses that have been incurred by the Urban County Program for this project.

The City is requesting that Urban County Program send a final total to be reimbursed to the UCP so that the project may be closed. Feel free to contact me if you have any further questions and/or comments regarding this notice.

Thank you,

Omar X. Romero
City Manager
City of Penitas

THE STATE OF TEXAS

COUNTY OF HIDALGO

CERTIFICATION

I, Ana M. Valdez, City Secretary for the City of Peñitas, do hereby certify that I am the custodian of records for the City of Penitas, Texas.

I further certify that the City Council conducted a Special Called Meeting at the Penitas Public Library located at 1111 S. Main Street in Penitas, TX and that the item *"Cancellation of Sidewalk Project previously included in the Fiscal Year 2016 Work Plan through Urban County Program"* was presented for approval.

I further certify that the City Council approved the item as presented with a motion made by Councilman Ramiro Loya and seconded by Councilman Felipe Quintanilla at said meeting held on Wednesday, February 8, 2017 at which a quorum was present.

WITNESS MY HAND and official seal of the City of Penitas, Texas, this the __9th _ day of ___February _____, 2017.

THE CITY OF PEÑITAS TEXAS • FOUNDED 1520 •

Ana M. Valdez

Ana Valdez, City Secretary
City of Penitas

RECEIVED
FEB - 9 2017
Urban County Program

AI-60124 **Urban County** **12. D.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to reject bids submitted for the City of Donna Fire Station/Equipment project UCP FY 29 (2016).

BACKGROUND

Bids were received and opened at the Hidalgo County Purchasing Department on May 24, 2017. Project architect recommends that the bids be rejected, and that the Urban County Program re-bid this project. See attached recommendation letter from ROFA Architects, and concurrence letter from the City of Donna.

Fiscal Impact

Attachments

City of Donna Fire Station & Equipment cancellation for Bids

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/05/2017 02:24 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Olga Lerma		Started On: 06/05/2017 01:20 PM
Final Approval Date: 06/09/2017		

rofa
architects

rike
ogden
figueroa
allex

May 25, 2017

Mr. Barco
Hidalgo County-Urban County Program
427 E. Durante Avenue, Suite 107
Alamo, Texas 78516

Re: BID No. 5016-15-0315-5000-1500-UCP-GVG
City of Donna Fire Station/Equipment Project
Donna, Texas

Dear Mr. Barco, after reviewing the bid tabulation with you and your staff on the above referenced project, all bid costs are over the probable cost projection, as per attachments. Moreover, the disparity cost difference between the three bids range from $ 90, 617.50 to $149,317.50. Therefore, we suggest that Hidalgo County-Urban County Program consider rejecting all bids and re-advertise to re-bid project.

Please let us know should you have any questions or comments.

Respectfully,
Rike Ogden Figueroa Allex Architects Inc.

Humberto Rodriguez, AIA
Principal
HR/hr
CC Lupita V. Garcia
Attachments: 2 pages

1007 Walnut Ave. • McAllen, TX 78501 • v:956 686 7771 • f:956 687 3433

Holchemont

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: May 17, 2017	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "City of Donna- Fire Station/Equipment"

BID NO.: 5016-15-01315-5000-1500-UCP-GVG	**PROCURMENT SPECIALIST:**
ADDENDUM #1 REQUIRED	

BID # RFB#	NAME OF COMPANY	ADDENDUM #1	BASE BID	BID BOND OR CHECK
#1	Holchemont, LTD	ACKNOWLEDGED	**$763,000.00**	INCLUDED
#2	RG Enterprises dba G&G Contractors	ACKNOWLEDGED	**$587,382.50**	INCLUDED
#3	Gonzalez-De La Garza & Associates, LLC	ACKNOWLEDGED	**$678,000.00**	INCLUDED
#4				
#5				
#6				
#7				
#8				

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

Zimbra **guadalupe.garcia@co.hidalgo.tx.us**

Fire station Re-bid

From : Mike Mesa <mmesa@cityofdonna.org> Wed, May 31, 2017 10:47 AM

Subject : Fire station Re-bid

To : Guadalupe V. Garcia <guadalupe.garcia@co.hidalgo.tx.us>

Lupita, the City of Donna concurs with the architects opinion to re-bid the fire station project. Please proceed.

AI-60162 **Urban County** **12. E.**

CC - REGULAR

Meeting Date: 06/13/2017

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

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting approval of a budget & program amendment for the City of Alton. The proposed amendment is for the Fiscal Years 27 & 29 (2014 & 2016) Work Plans.

BACKGROUND

A Public Hearing was held on Tuesday, May 23, 2017 at 7:30 P.M. at the Alton City Hall and citizen participation requirements have been met. The City of Alton approved the amendment as proposed for funding Years 27 & 29 (2014 & 2016). Surplus funding from the Section 108 Repayment Loan and the Cancelled Senior Services will be transferred into the Fire Station Equipment line item for the purchase of fire fighting equipment. See attached copy of Public Hearing Notice, Sign In Sheet, City Excerpts of Meeting Minutes and Letter of request for approval from the City of Alton.

Fiscal Impact

Attachments

City of Alton Public Notice & Draft

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/07/2017 08:23 AM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Olga Lerma		Started On: 06/06/2017 04:50 PM
Final Approval Date: 06/09/2017		

PUBLIC HEARING NOTICE
CITY OF ALTON
URBAN COUNTY PROGRAM

PUBLISHED ON: Monday, April 17, 2017

BUDGET & PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the Hidalgo County **City of Alton** will conduct a Public Hearing to solicit input from interested parties on the City's proposed budget & program amendment to its Urban County Program **Years 27 & 29 (2014 & 2016).**

En cumplimiento de los requisitos de Programa del desarrollo comunitario de beca de bloque (CDBG), La Ciudad de Alton, llevará a cabo una audiencia pública para solicitar la opinión de las partes interesadas en el Presupuesto de los proyectos en la Ciudad y la modificación del Programa Urbano del Condado Hidalgo, para los años 27 y 29 (2014 y 2016) de fondos.

The Public Hearing will be held on **Tuesday, May 23, 2017 at 7:30PM** at the **Alton City Hall located at 509 S. Alton Boulevard, Alton, Texas 78573.**

La Audiencia Pública se llevará a cabo en, **martes, 23 de mayo año 2017 a las 7:30 P.M. en la Officina de la Ciudad de Alton ubicada en 509 S. Alton Blvd., Alton, Texas 78573.**

Existing Budget *Porsupuesto Existente Propuesto*	**Year 27 (2014) Activities** *Año 27 (2014) Actividad*	**Proposed Budget** *Porsupuesto*
$902.00	Repayment of Section 108 Loan (-$902.00) *Reembolso del Préstamo de la Sección 108*	$ 0.00
$ 0.00	Fire Station Equipment/***Equipo de Bomberos*** (+$902.00)	$ 902.00
$902.00	**TOTALS:**	**$ 902.00**

Existing Budget *Porsupuesto Existente*	**Year 29 (2016) Activities** *Año 29 (2016) Actividad*	**Proposed Budget** *Porsupuesto Propuesto*
$15,000.00	Senior Services/ ***Servicios Mayores*** (-$15,000.00)	$ 0.00
$ 0.00	Fire Station Equipment ***Equipo de Bomberos*** (+$15,000.00)	$15,000.00
$15,000.00	**TOTALS:**	**$15,000.00**

The proposed amendment in 2014 will **ADD** funds from the completed Repayment of the Section 108 Loan item into a Fire Station Equipment line item for the purchase of firefighting equipment. The amendment for 2016 funds will **DELETE** the Senior Services line item and **CREATE** Fire Station Equipment line item for the purchase of firefighting equipment for the Alton Fire Department. The Senior Services were paid by City of Alton General Funds.

La enmienda propuesta en 2014 agregará fondos del Proyecto completo del Reembolso del Préstamo de la Sección 108 a una línea de pedido de Equipo de Bomberos para la compra de equipo de extinción de incendios. La enmienda para los fondos de 2016 borrará el proyector de servicios para personas mayores y CREARA el elemento de línea de Equipo de Bomberos para la compra de equipo de extinción de incendios para el Departamento de Bomberos de Alton. Los Servicios para Personas Mayores fueron pagados por la Ciudad de Alton con fondos generals.

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office at 427 E. Duranta Ave. Ste. 107 Alamo, TX 78516
Para mas informacion por favor de venir a la officina del Condado De Hidalgo ubicada en 427 E. Duranta Avenue, Ste. 107 Alamo, Texas 78516.

Written comments may be forwarded to:
Commentarios por escrito seran enviados a:

Mayor/ Alcalde:
Salvador Vela
509 S. Alton Blvd.
Alton, Texas 78573
(956)-432-0760

CITY OF ALTON

City On The Grow

June 3, 2017

Guadalupe Garcia
Urban County Coordinator
Urban County Program
427 E. Duranta Ave. Ste. 107
Alamo, TX 78516

Re: Budget and Program Amendment Years 27 & 29

Dear Ms. Garcia:

The City of Alton requests that the Hidalgo County Commissioners Court approve a budget and program amendment for Urban County Program Years 27 and 29. The amendment will for the purchase of fire station equipment for the City of Alton.

If you have any questions please do not hesitate to call me.

Thank you,

Jeff Underwood
Assistant City Manager

URBAN COUNTY PROGRAM PUBLIC HEARING SIGN IN SHEET 5/23/17

NAME	ADDRESS	PHONE	E-MAIL
Bobby Villarreal	2864 W. Trenton Edinburg	956 821 5419	roberto.villarreal@mail.house.gov
Javier Garcia			
Steve Peña	509 S. Alton Blvd	956-432-0260	steve.pena@Alton.TX.gov
Rudy Garza	509 S. Alton Blvd	956-432-0740	rudy.garza@alton-tx.gov
Jose De Leon III	Mission	956-827-9395	deleonjose@gmail.com
Rosie Tello	Mission	956-789-8517	rosie.tello@alton-tx.gov

CITY OF ALTON

City On The Grow

509 S Alton Blvd. Alton, TX 78573-1196 • Office (956) 432-0760 • Fax (956) 432-0766

Salvador Vela
Mayor

Arturo Galvan Jr.
Mayor Pro Tem
Ricardo Garza
Commissioner
Richard Arevalo
Commissioner
Emilio Cantu, Jr.
Commissioner

Jorge Arcaute
City Manager

CITY SECRETARY CERTIFICATION

I, Baudelia Rojas, City Secretary of the City of Alton, Texas, hereby certify that the document attached is a draft copy of the minutes of the Regular City Commission meeting held on May 23, 2017.

To certify which, witness my hand and seal of office this 5th day of June 2017.

Baudelia Rojas

Baudelia Rojas, CPM, TRMC, CMC
City Secretary

"This institution is an equal opportunity provider and employer."

City of Alton City Commission
Regular Meeting 7:30 pm
May 23, 2017 Minutes

Members Present
Mayor Salvador Vela
Mayor Pro Tem Arturo Galvan Jr
Commissioner Ricardo Garza
Commissioner Richard Arevalo
Commissioner Emilio Cantu Jr

City Staff Present
Jorge Arcaute
Rosie Tello
Jeff Underwood
Samm Mercado
Steve Pena
Janie Gaytan
Rudy Garza

Others Present
Bobby Villarreal
Danny Flores
Nicholas Martinez

DRAFT

I. **CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT:**
With a quorum of the Alton City Commission present, Mayor Salvador Vela called the meeting to order at 7:30 pm.

II. **INVOCATION AND PLEDGE OF ALLEGIANCE TO THE U.S. FLAG**
Mayor Salvador Vela led the group in prayer. Commissioner Ricardo Garza led in the Pledge of Allegiance.

III. **PUBLIC COMMENT:** None

IV. **PUBLIC HEARING**

1. **Public Hearing to solicit input on a proposed budget and program amendment to the City of Alton's Urban County Program Budget for Year 27 (2014) & Year 29 (2016).**
Mayor Salvador Vela opened the public hearing at 7:31 pm for any comments from the public regarding the proposed budget and program amendment. Upon no comments from the public, Mayor Salvador Vela closed the public hearing at 7:35 pm.

V. **CONSENT AGENDA:**

Approve the minutes of the City Commission meeting of May 9, 2017.
Motion to approve was moved by Mayor Pro Tem Arturo Galvan Jr and second by Commissioner Richard Arevalo. Motion carried 5-0.

VI. **NEW BUSINESS**

1. **Consider and approve appointment of City Commission member as Mayor Pro Tem.**
   Jorge Arcaute, City Manager stated due to charter requirements, a Mayor Pro Tem is selected once the newly elected Commission has been sworn. Commissioner Cantu motioned to approve Arturo Galvan Jr and Mayor Pro Tem and was second by Commissioner Richard Arevalo. Motion carried 5-0.

2. **Consider and approve a proposed budget and program amendment to the City of Alton's Urban County Program Budget for Year 27 (2014) & Year 29 (2016).**
   Jeff Underwood, Assistant City Manager stated public hearing was held regarding the proposed amendment. The budget and program amendment will move unused money from the repayment of Section 108 loan in 2014 to the Fire Department line item and money from Senior Services in 2016 to the Fire Department line item. The amendment places approximately $16,000 in the Fire Department line item. Staff recommends approval. Motion to approve was moved by Mayor Pro Tem Arturo Galvan Jr and seconded by Commissioner Emilio Cantu Jr. Motion carried 5-0.

3. **Approve the re-appointment of Municipal Court Judge and Alternate Judge.**
   Jorge Arcaute, City Manager recommended re-appointment of Municipal Court Judge Carlos Ortegon and Alternate Judge Patricia O'Caña for an additional one year term each. Staff recommends approval. Motion to approve was moved by Mayor Pro Tem Arturo Galvan Jr and seconded by Commissioner Ricardo Garza. Motion carried 5-0.

4. **Adoption of Ordinance 2017-04 appointing 6 members to the previously established Board of Directors for Tax Increment Reinvestment Zone Number 1, City of Alton Redevelopment Project, waving second and third reading.**
   Jorge Arcaute, City Manager recommended the appointment of the City Commission and Mona Parras from the Hidalgo County Precinct #3 to the Board of Directors. Motion to approve waiving second and third reading was moved by Mayor Pro Tem Arturo Galvan Jr and seconded by Commissioner Ricardo Garza. Motion carried 5-0.

5. **Adoption of Ordinance 2017-05 granting to One Gas, Inc acting by and through its Texas Gas Service Company Division and its successors and assigns for a period of twenty-five (25) years from approval and acceptance of this ordinance, a non-exclusive franchise.**

Jorge Arcaute, City Manager stated period for franchise was for 25 years. City Attorney Ricardo Gonzalez recommended a term of 20 years with 4% rate. Staff recommends approval with the recommendation from Counsel. Motion to approve was moved by Mayor Pro Tem Arturo Galvan Jr and seconded by Commissioner Richard Arevalo. Motion carried 5-0.

6. **Consider and approve a Cooperation Agreement with the County of Hidalgo for years 2018, 2019 and 2020 of the Community Block Grant Program.**
Motion to approve was moved by Mayor Pro Tem Arturo Galvan Jr and seconded by Commissioner Ricardo Garza. Motion carried 5-0.

7. **Consider and approve Resolution 2017-11 finding that AEP Texas Inc's application to amend its distribution cost recovery factors to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.**
Motion to approve was moved by Mayor Pro Tem Arturo Galvan Jr and seconded by Commissioner Richard Arevalo. Motion carried 5-0.

8. **Adoption of Proclamation 2017-05 proclaiming May 21-27, 2017 as National Public Works Week.**
Jorge Arcaute, City Manager stated proclamation was for National Works Week. Staff recommends approval. Motion to approve was moved by Mayor Pro Tem Arturo Galvan Jr and seconded by Commissioner Ricardo Garza. Motion carried 5-0.

* **City Commission recessed meeting at 7:47 pm.** Motion to approve was moved by Mayor Pro Tem Arturo Galvan Jr and seconded by Commissioner Richard Arevalo. Motion carried 5-0.

* **City Commission reconvened meeting at 7:52 pm.** Motion to approve was moved by Mayor Pro Tem Arturo Galvan Jr and seconded by Commissioner Emilio Cantu Jr. Motion carried 5-0.

9. **To approve the City of Alton's Annual Audit Financial Report for the year ended September 30, 2016.**
No action.

VI. **EXECUTIVE SESSION: Pursuant to Government Code Section 551.071 & 551.072**

VII. **RETURN TO OPEN SESSION FOR POSSIBLE ACTION:**

DRAFT

VIII. CITY MANAGER'S REPORT:

IX. ADJOURNMENT:

Motion to adjourn the meeting at 7:53 pm was moved by Mayor Pro Tem Arturo Galvan Jr and seconded by Commissioner Richard Arevalo. Motion carried 5-0.

CITY OF ALTON

_____

Salvador Vela, Mayor

ATTEST:

_____

Baudelia Rojas CPM, TRMC|CMC
City Secretary

DRAFT

AI-60172 **Urban County** **12. F.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program (UCP) is requesting approval of Amendment No. 1 to a Professional Engineering Service Contract with Javier Hinojosa Engineering P.E. The Amendment will increase the contract amount of $631,834.00 by $25,000.00 for a total amount of $656,834 and will include additional scope of services for Peñitas Drain Project.

BACKGROUND

The original professional service contract was approved on June 26, 2012 in the amount of $631,834.00 for project planning, surveying, engineering and design, construction plans and basic construction phase services for Precinct No. 3 – Flood Drainage Improvements Project for the Texas General Land Office (GLO) Contract No. 12-406-000-6453 –DRS-210068 "PEÑITAS DRAIN". Amendment No. 1 includes additional fees for construction administration and revises the scope of services to separate the plans, specifications and bidding documentation into four phases, (only three GLO bids).

Original Contract Amount: $631,834.00
Additional Amended Contact: $ 25,000.00
New Contract Amount: $656,834.00

Amount Available: $656,834.00

Fiscal Impact

Attachments

Amendment No. 1 Javier Hinojosa Engineering

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/07/2017 02:32 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM

Form Started By: Olga Lerma Started On: 06/07/2017 10:37 AM

Final Approval Date: 06/09/2017

URBAN COUNTY PROGRAM
Professional Engineering Services Amendment Form

AMENDMENT NO. 1

TO

Engineering Contract

THIS AMENDMENT is made between **URBAN COUNTY PROGRAM**, acting herein by and through the Director, hereinafter called the "**Owner**," and, **JAVIER HINOJOSA ENGINEERING** Professional Engineers of McAllen, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Amendment is for the **Engineer** to provide additional **Engineering Services required for the GLO Flood Drainage Improvements known as Peñitas Drain project.**

The scope of services to be provided by the **Engineer** is identified as follows:

1. Revise construction drawings and bidding documents into four phases of work. Three phases will be bid and constructed by a General Contractor and the fourth phase will be constructed by Hidalgo Drainage District No. 1 (Excavation of Ditch). The additional fees are for costs associated with the revisions of plans, specifications, bidding documents and additional construction administration.

PART 2. COST

The cost for services under this Amendment is **$25,000.00.**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Amendment shall be made in accordance with Section V of the Agreement.

PART 4 PERIOD OF SERVICE

This Amendment shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scope of the work for the Amendment.

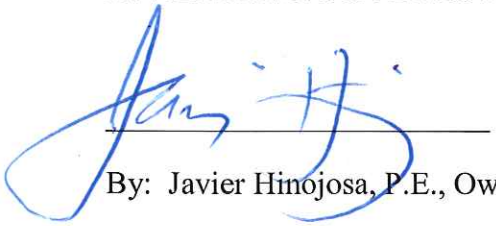
PART 5. RESPONSIBILITIES AND OBLIGATIONS
This Amendment does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 6. ACCEPTANCE AND APPROVAL

This Amendment is hereby accepted, approved by Urban County Program on

as indicated below and effective as of _____ day of _____, 2017.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING



By: Javier Hinojosa, P.E., Owner

THE OWNER:
URBAN COUNTY PROGRAM

By: Diana Serna, Director

Witness

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:
2017-219041

Date Filed:
06/06/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Javier Hinojosa Engineering
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County - 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.
6540-60-0309-5100-6000
GLO Flood Drainage Improvements "Pefiitas Drain"

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hinojosa, Javier	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
CLAUDIA N YBARRA
Notary ID # 11903480
My Commission Expires
March 23, 2020

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Javier Hinojosa, this the 6th day of June, 20 17, to certify which, witness my hand and seal of office.

Claudia N. Ybarra — Signature of officer administering oath
Claudia N. Ybarra — Printed name of officer administering oath
Notary Public — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2017-219041

Date Filed:
06/06/2017

Date Acknowledged:
06/06/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Javier Hinojosa Engineering
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County - 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.

6540-60-0309-5100-6000
GLO Flood Drainage Improvements "Peñitas Drain"

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hinojosa, Javier	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Policy Number:

Date Entered3/17/2017

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/17/2017

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	Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572
CONTACT NAME:	
PHONE (A/C, No, Ext):	(956) 581-9838
FAX (A/C, No):	(956) 519-1524
E-MAIL ADDRESS:	davisinsuranceagency@yahoo.com
INSURED	JAVIER HINOJOSA ENGINEERING 416 E DOVE MCALLEN, TX 78504

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: MID-CENTURY INSURANCE COMPANY	
INSURER B: FARMERS INSURANCE EXCHANGE	
INSURER C: FARMERS INSURANCE EXCHANGE	
INSURER D: Arognaut Insurance Company	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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 ☒ OCCUR	X	X	605021032	6/28/2016	06/28/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO	X	X	069398805	3/29/2017	3/29/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	N0707-71-94	12/1/2016	12/1/2017	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liability	X		IAE12530-0	12/4/2016	12/4/2017	PER CLAIM	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Hidalgo County-Urban County Program:
shall be named as additional insued on all Commercial General Liability Policies

Scheduled autos: Vehicle 1-2008 Chevrolet Silverado PU Vin#-1GCHK23698F130618
Vehicle 1-2009 Chevrolet Silverado PU Vin#-3GCEK33249G191168

CERTIFICATE HOLDER

HIDALGO COUNTY-URBAN COUNTY PROGRAM
ATTN: PURCHASING DEPT.
2812 S HIGHWAY BUSINESS 281
EDINBURG, TX. 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Zimbra **sandra.regalado@co.hidalgo.tx.us**

RE: Amendment No. 1- Peñitas Drain

From : Steve Crain <scrain@atlashall.com> Tue, Jun 06, 2017 01:23 PM
Subject : RE: Amendment No. 1- Peñitas Drain
To : 'Sandra Regalado' <sandra.regalado@co.hidalgo.tx.us>

The Amendment is OK.

From: Sandra Regalado [mailto:sandra.regalado@co.hidalgo.tx.us]
Sent: Tuesday, June 06, 2017 9:36 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Eric Trevino <eric.trevino@co.hidalgo.tx.us>; Patricio Avila <patricio.avila@co.hidalgo.tx.us>
Subject: Amendment No. 1- Peñitas Drain

Good Morning,

Attached please find amendment no. 1 to the professional service agreement with Hinojosa Engineering for the Peñitas Drain for your review and/or approval. Also attached is the professional service agreement with Hinojosa Engineering approved by CC 6/26/2012. I will forward a copy of the insurance and Form 1295 as soon as I receive it.

Should you have any questions, please feel free to contact me at your earliest convenience.

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

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this 26th day of **June, 2012** by and between **Urban County Program,** (hereinafter called the "Party") and **Javier Hinojosa Engineering ~~, Inc.~~**, duly authorized Engineer, herein acting by **Javier Hinojosa, P.E.** (Hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **GLO Flood Drainage Improvements project known as the "Peñitas Drain"** Account(s) **6540-60-0309-5100-6000**. *(the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.

e. During the progress of actual construction, Engineer will keep continually the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$ 631,834.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the professional engineer services rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any negligence of the engineer in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, 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 Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer 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 limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the engineer is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **June 26, 2012**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this 28th day of June, 20 12.

Signature: _____
Javier Hinojosa, P.E.

Firm Name: **Javier Hinojosa Engineering, ~~Inc.~~**
Address: **416 E. Dove**
City/ST/ZIP: **McAllen, TX 78504**

FED ID #/SS #: **74-2865301**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 28th day of June, 20 12,
by Javier Hinojosa, Owner of and on behalf of Javier Hinojosa Engineering,
(title) ~~(a corporation)~~~~(a partnership)~~(a sole proprietorship).

CLAUDIA N. YBARRA
Notary Public, State of Texas
My Commission Expires
March 23, 2016
(seal)

Claudia N. Ybarra
Notary - Signature

County of Hidalgo Urban County Program:

Witness

Diana R. Serna, UCP Director

Revised as to Form:
Atlas & Hall, L.L.P.
By Stephen L. Crain
on April 26, 2012

Exhibit "A"

(Scope of Services)

See Attached

EXHIBIT A
SCOPE OF SERVICES
HIDALGO COUNTY PRECINCT NO. 3, URBAN COUNTY PROGRAM AND HIDALGO COUNTY PURCHASING DEPARTMENT IN CONNECTION WITH HIDALGO COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT – ROUND 2.1 DISASTER RECOVERY FUNDING FOR THE PCT. 3 FLOOD DRAINAGE IMPROVEMENTS PROJECT KNOWN AS THE "PEÑITAS DRAIN."
TEXAS GENERAL LAND OFFICE (GLO)
PREPARED BY: JAVIER HINOJOSA ENGINEERING

Hidalgo County Precinct No. 3 proposes to construct storm drainage improvements within Puerta Blanca Subdivision, Daniel Ozuna Subdivision, Reina Subdivision and Ramona Subdivision. In addition, construction of a drainage channel, known as the Peñitas Drain, will also be constructed along with three 8'X6' culverts across/under Expressway 83(See Attachment 1).

Contract Amount: $631,834.00

Project Tasks

TASK I – PROJECT ORIENTATION AND STARTUP

We propose that an initial project orientation meeting be scheduled so that both the County and our firm may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

TASK II – SURVEY

Necessary field information will be developed by field surveys. Record plans will be used as a guide for the survey work and for the analysis of design alternatives.

TASK III – DESIGN

This task will assure that the drainage improvements designed and incorporated in the plans are adequate for the area.

TASK IV – PRELIMINARY PLANS AND ESTIMATES

The preliminary set of plans which will result from Task III along with cost estimates will be reviewed with County staff for input and guidance.

TASK V – FINAL PLANS AND SPECIFICATIONS

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for constructing the project.

TASK VI – CONSTRUCTION

During this stage we will observe ongoing work, provide construction staking for the Contractor. Upon completion, a final inspection will be scheduled with the Precinct. The outcome of this final inspection will be a certificate of completion or a punch list of items for the Contractor to complete.

ATTACHMENT 1
Additional Information Regarding
PROJECT 1 – Penitas Drain

Additional Information Regarding Project Description:
Outfall for the Penitas Drain area has been primarily served by existing irrigation drainage ditches and depression areas. There are no natural or major man-made outfall systems within the watershed. This created an inadequate drainage condition during Hurricane Dolly. The existing irrigation drainage ditches failed to function due to the fact that they are shallow, narrow, as well as they catch a lot of debris from the storm. The watershed area drains north to south. At US 83, concentrated runoffs are currently conveyed by two 36-inch pipe culverts and/or the roadway to a ditch downstream, then a large depressed area, and finally to the Mission Inlet Floodway. The size of the ditches, the restriction at US 83, and the depressed area, limits flow capacity and creates back-up of storm water and flooding. The proposed project includes the widening of an existing irrigation drainage ditch (to be known as the Penitas Drain), as well as the installation of an 8-foot x 6-foot box culvert at US 83, as well as a 72-inch reinforced concrete pipe at Tom Gill Road. Additionally at the extreme upstream end (starting at Rodriguez Road) of this project area, it is proposed to construct a storm sewer system within the colonias of Puerta Blanca, Daniel Ozuna, Reina, and Ramona. A connectivity drain will outfall the stormwater from the colonias to a detention facility (constructed at a caliche pit); from the detention facility another connectivity drain will carry the stormwater to the proposed Penitas Drain.

Failure to Function Due to Hurricane Dolly:
In this area, insufficient and inadequate drainage infrastructure were key contributors to the failure to function resulting in flooding and damage; the existing ditches did not have the flood control capacity to handle the significant rain events produced by Hurricane Dolly. The rate of storm water flow over-taxed the ditches. More importantly, there is no major ditch to collect the storm water and convey it to the closest outfall channel (the Mission Inlet Floodway).

Impact to the Community Due to Failure:
The colonias do not have storm sewer to collect the storm water, and they do not have connectivity to drain. There is no major lateral to collect storm water in this project's target area, so during Hurricane Dolly, there was an inability to channel the storm water and flow of water away from homes, subdivisions, and businesses. This resulted in devastation to property, displacement of residents, and damage to roads and infrastructure.

Proposed Improvements:
Improvements and repairs will include the following:

- Storm Sewer within the colonias of Puerta Blanca, Daniel Ozuna, Reina, and Ramona;
- Connectivity to a detention area;
- Connectivity from the detention area to a major outfall (Penitas Drain);
- Ditch Excavation / Widening of an Existing Irrigation Ditch to be known as the Penitas Drain – a minimum of 8-foot channel depth, 10 to 14 feet usual; channel slope of .001 ft/ft; trapezoidal section with maintenance bench each side; bottom width 6 to 10 feet; side slopes 3:1; 20-foot maintenance bench.

- Box Culvert – 8-foot x 6-foot box culvert across / under Expressway 83 and the Irrigation District No. 6 canal.

How the Proposed Improvements Address the Failure to Function:
Although the first phase, this proposed improvement will put a drainage system into a better operating condition as the primary lateral outfall of the target area. With the construction of this major lateral there will be an ability to channel the storm water and flow of water away from homes, subdivisions, and businesses, minimizing and/or eliminating devastation to property, displacement of residents, and damage to roads and infrastructure.

Areas Affected by the Proposed Project / Basis and Reasoning Used for Identifying the Target Area:
This project provides for the construction of a major lateral outfall and addresses community-level drainage infrastructure needs of the protected classes (colonias); it meets the goals of the LRGVDC, Advisory Committees, and public regarding regional approach to storm-related drainage. The project covers a service area comprised of City of Penitas. A map is attached that shows the projects drainage area, overlaid with the Census Blocks and beneficiaries.

Service Area:
A map is attached that shows the projects drainage area, overlaid with the benefited Census Blocks and beneficiaries.

AI-60120 **Urban County** **12. G.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Peñitas is requesting approval of Amendment No. 1 to the professional enginerring services contract with South Texas Infrastructure Group, LLC.-Mission, Texas, for the 2015 Peñitas Street Improvement project.

BACKGROUND

The amendment is necessary because a protion of the Mesquite Avenue was extended to complete the street improvements, and a second portion to Pike Avenue was also extended to complete the street improvements. There is an additional charge in the amount of $4,553.60 to the contract amount previously approved. The contract amount approved on October 4, 2016 was in the amount of $29,682.00, for a total contract amount of $34,235.60

Funding
Available: $151,958.88 2015 STREET IMPROVEMENT

Fiscal Impact

Attachments

Amendment No.1 with South Texas Infrastructure Group, LLC
1295

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/06/2017 09:04 AM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Olga Lerma		Started On: 06/05/2017 09:02 AM
Final Approval Date: 06/09/2017		

SOUTH TEXAS INFRASTRUCTURE GROUP

June 1, 2017

Hidalgo County Urban County Program
Attn: Ms. Diana R. Serna, Director
427 E. Durante Avenue, Suite 107
Alamo, Texas 78516

RE: City of Peñitas-Street Improvements
5014/15-60-0311-5000-6000-UCP-GVG
Amendment Request-Supplemental No. 1

Dear Ms. Serna;

This submittal is to request an amendment to the contract for the above stated project to include the following revisions:

Revision No. 1: Development of plans for extension of Mesquite Avenue Improvement of 126.5 feet to the South. Attached please find Revision No. 1.
Cost of revision: $1,294.40

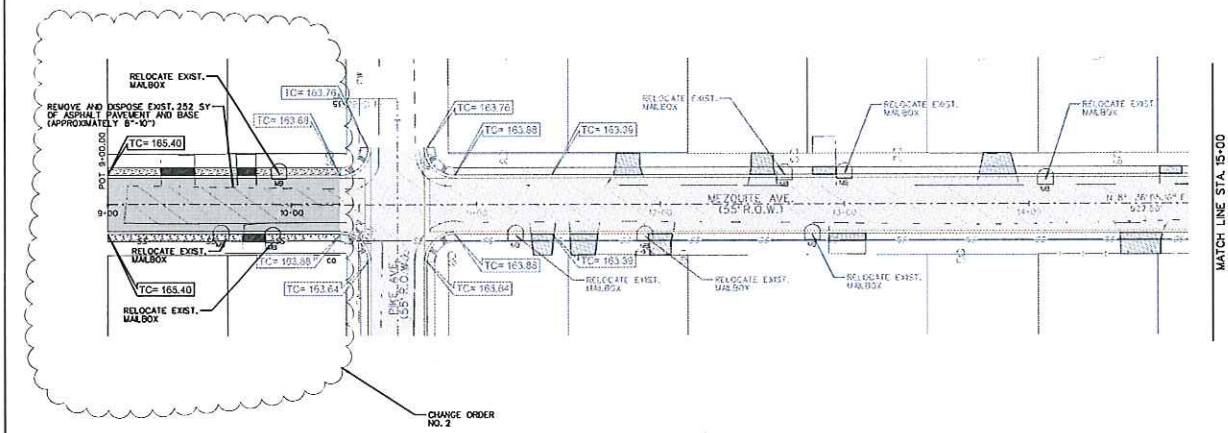
Revision No. 2: Extension of Pike Avenue from Mesquite Avenue to Laurel Street. Attached please find Revision No. 2. **Cost of revision: $3,259.20**

The total amount for this amendment (Supplemental No. 1) is **$4,553.60**. If you have any questions in reference to this request, please contact Mr. Victor Trevino or myself at (956) 424-3335.

Sincerely,

Julio Cerda, P.E.
President

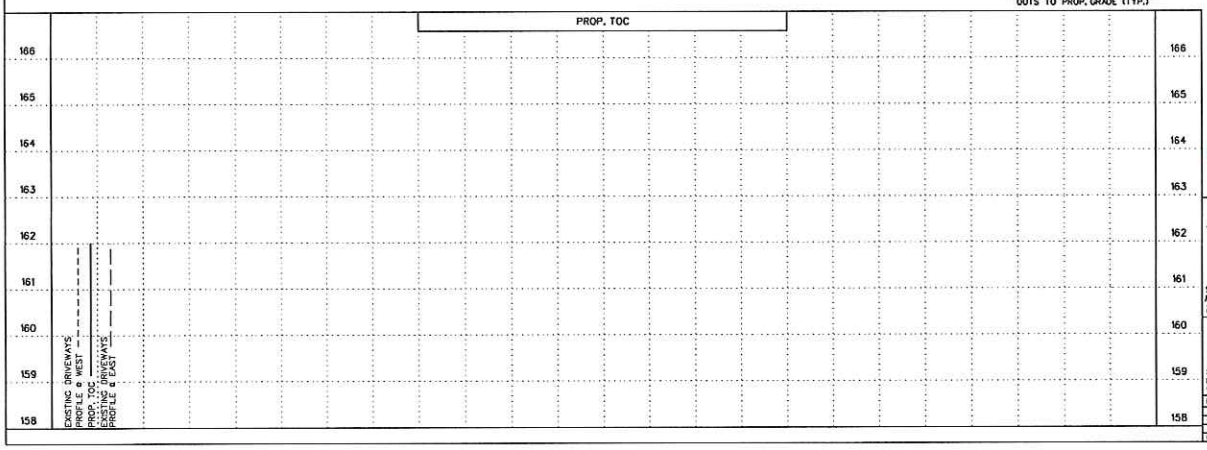
TBPE Reg. #: F-15000
DBE #: 25253 / HUB #: 1462094308500
900 S. Stewart Road, Suite 13 -- Mission, TX 78572
PH (956) 424-3335 -- FX (956) 424-3132



LEGEND:

- 8" — EXIST. + (DIAM INCH) WATER LINE
- FM — EXIST. + (DIAM INCH) FORCE MAIN SANITARY SEWER LINE
- SS — EXIST. + (DIAM INCH) SANITARY SEWER LINE
- G — EXIST. + (DIAM INCH) GAS PIPELINE
- UFO — EXIST. UNDERGROUND FIBER OPTIC CABLE
- UT — EXIST. UNDERGROUND TELE LINE
- OHE — EXIST. OVERHEAD ELECTRIC LINE
- HVT — EXIST. HIGH VOLTAGE TRANSMISSION LINE
- UE — EXIST. UNDERGROUND ELECTRIC LINE
- OHET — EXIST. OVERHEAD ELECTRIC LINE WITH CABLE LINE ATTACHED
- OHETF — EXIST. OVERHEAD ELECTRIC LINE WITH FIBER OPTIC AND CABLE LINE ATTACHED
- TC= 00.00 TOP OF CURB ELEVATION
- PROP. 4" CONC. SIDEWALK
- EXISTING ASPHALT PAVEMENT
- PROPOSED 4" CONC. DRIVEWAY
- PROPOSED ASPHALT PAVEMENT

* RE-GRADE ALL EXISTING CLEAN OUTS TO PROP. GRADE (TYP.)



JULIO C. CERDA
90524
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

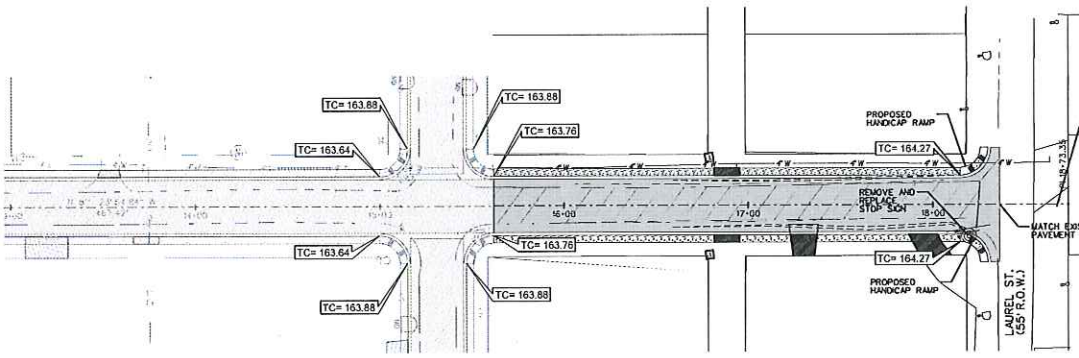
JULIO C. CERDA
P.E. 90524
04/25/2017
DATE

SOUTH TEXAS INFRASTRUCTURE GROUP
900 S. STEWART, SUITE 13 PH (956) 424-3335
MISSION, TEXAS 78572 FAX (956) 424-3132
TBPE REG. # 15000

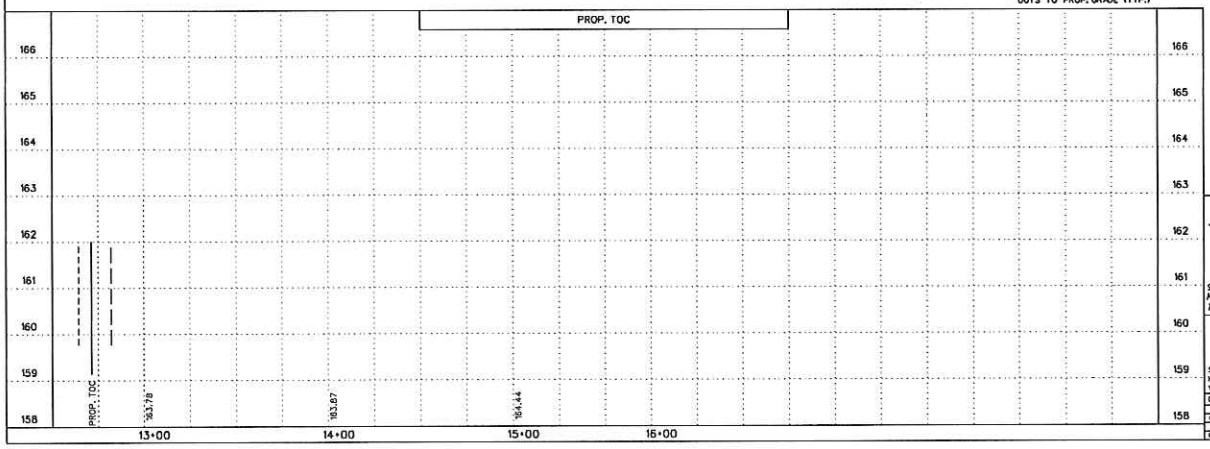
MEZQUITE AVENUE
STA. 09+00.00 TO STA. 10+26.50

SCALE:
HOR: 1" = 50'
VER: 1" = 2'

DATE: 04/25/2017	CONT	SECT	JOB	HIGHWAY
DR	----	--	----	MEZQUITE AVE.
CK DR	DIST	COUNTY		SHEET NO.
DR	CHK	HIDALGO		44
CK DR				



* RE-GRADE ALL EXISTING CLEAN OUTS TO PROP. GRADE (TYP.)



STATE OF TEXAS
JULIO C. CERDA
90524
LICENSED PROFESSIONAL ENGINEER

JULIO C. CERDA
P.E. 90524
05/05/2017
DATE

SOUTH TEXAS INFRASTRUCTURE GROUP
900 S. STEWART, SUITE 13 PH (956) 424-3335
MISSION, TEXAS 78572 FAX (956) 424-3132
TBPE REG. # 15000

PIKE AVENUE EXTENSION
STA. 15+61.85 TO STA. 18+36.35

SCALES:
HOR. 1"= 50'
VER. 1"= 2'

DATE: 05/05/2017	CONT	SECT	JOB	HIGHWAY
BY:	----	--	----	PIKE AVE.
DESIGN	DIST	COUNTY		SHEET NO.
DRAWN	PHR	HIDALGO		14
CHECKED				

Fiscal year thru period ending 06/30/2017

60

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5015 60 0311 5000 6000						
STREET IMPROVEMENTS	.00	.00	.00	151,958.88	151,958.88	.0%
5015 60 0311 5200 6011						
TEXAS CORDIA CONSTRUCTION	.00	.00	103,005.86	103,005.86	.00	100.0%
Total Expenditure	.00	.00	103,005.86	254,964.74	151,958.88	40.4%

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement is made this 13th day of June, 2017 by and between Hidalgo County acting by and through its Urban County Program ("County") and South Texas Infrastructure Group, LLC ("Engineer").

WHEREAS, County and Engineer entered into that certain Agreement dated October 4, 2016 in which Engineer agreed to provide engineering services for the purposes of road improvements;

WHEREAS, at the time the Agreement was executed County and Engineer did not realize the roads to be reconstructed extended beyond the original scope of services set forth in the Agreement; 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 and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Engineer hereby agree to the following amendments to the Agreement:

1. The following shall be added to Exhibit B:

   Development of plans for extension of Mesquite Avenue Improvements of 126.5 feet to the South in accordance with Revision No. 1, a copy of Revision No. 1 attached hereto as Exhibit A ("Mesquite Avenue").

   Extension of Pike Avenue from Mesquite Avenue to Laurel Street in accordance with Revision No. 2, a copy of Revision No. 2 attached hereto as Exhibit B ("Pike Avenue").

2. Exhibit C shall be increased by the cost associated with Mesquite Avenue of $1,294.40 and by the cost associated with Pike Avenue of $3,259.20.

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

EXECUTED IN DUPLICATE ORIGINALS and effective as the day and year first written above.

COUNTY OF HIDALGO URBAN COUNTY PROGRAM

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

SOUTH TEXAS INFRASTRUCTURE GROUP, LLC

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

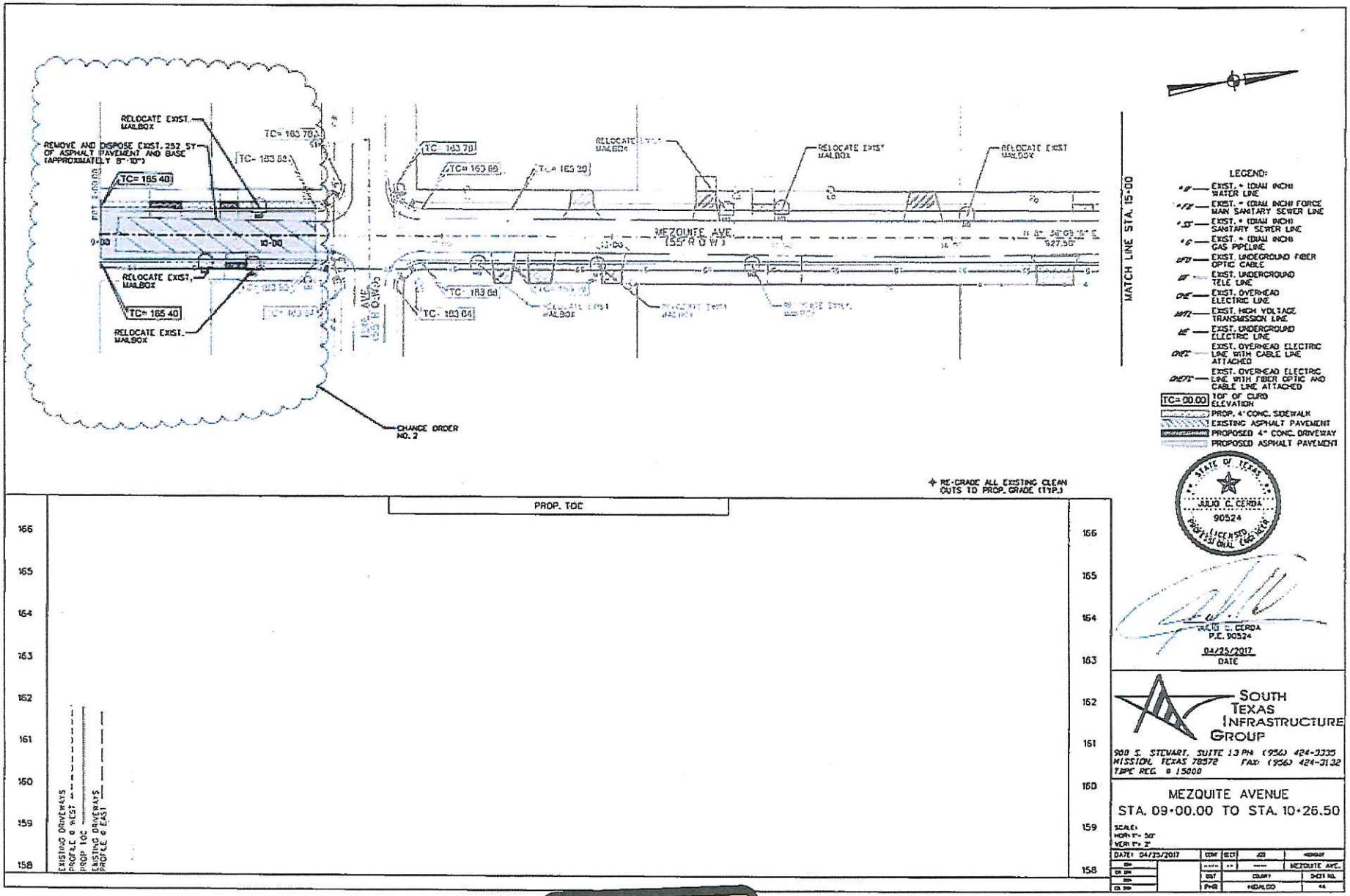
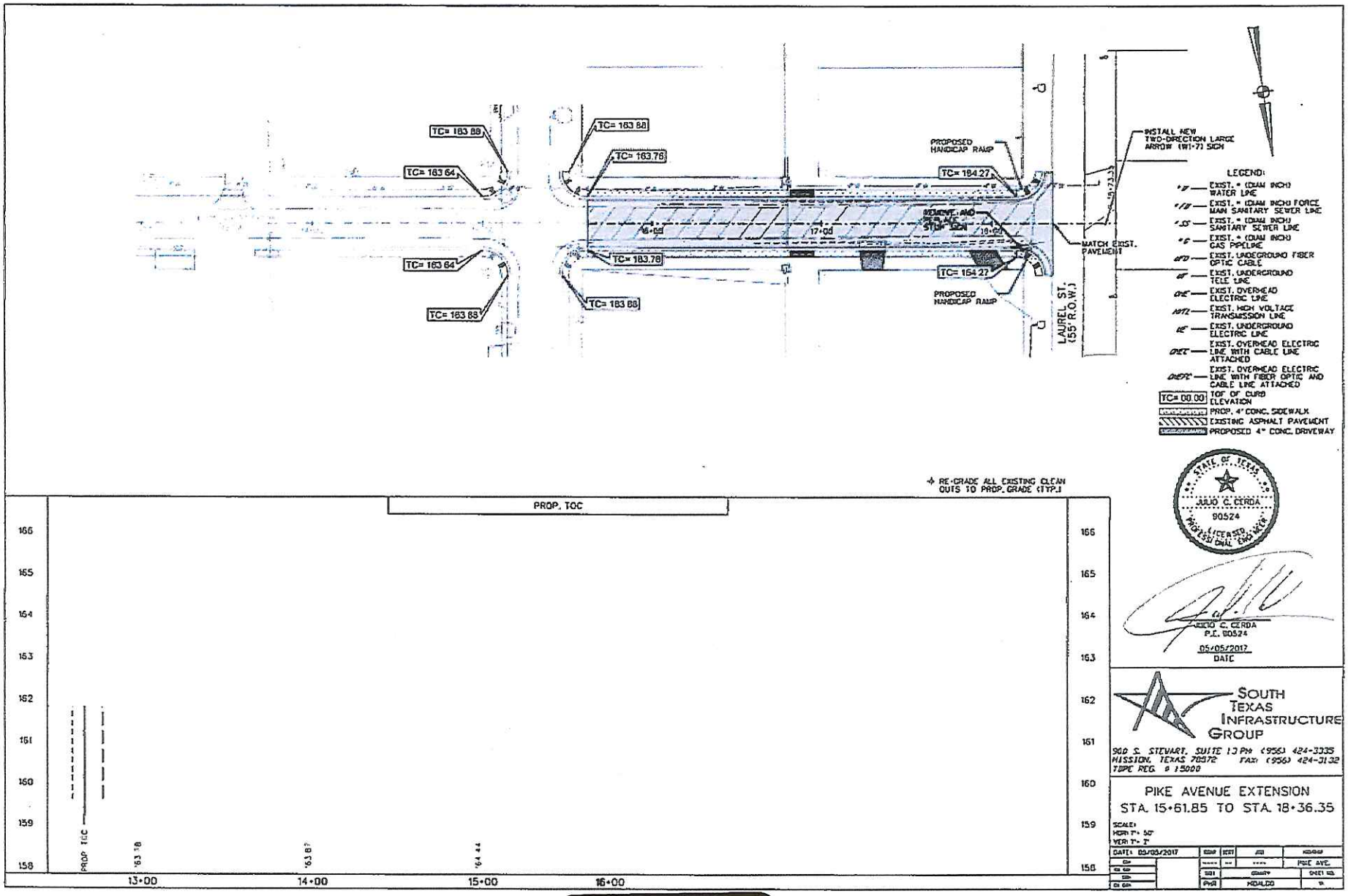

RELOCATE EXIST. MAILBOX
REMOVE AND DISPOSE EXIST. 252 SY OF ASPHALT PAVEMENT AND BASE (APPROXIMATELY 8"-10")
TC= 165.40
TC= 163.79
TC= 163.69
TC= 163.70
TC= 163.69
TC= 163.20
RELOCATE EXIST MAILBOX
RELOCATE EXIST MAILBOX
MEZQUITE AVE. (55' R.O.W.)
N 87° 36' 09" E
827.50'
MATCH LINE STA. 15+00
RELOCATE EXIST. MAILBOX
TC= 165.40
RELOCATE EXIST. MAILBOX
TC= 163.69
TC= 163.64
CHANGE ORDER NO. 2
LEGEND:
EXIST. 4" (OR 6" INCH) WATER LINE
EXIST. 4" (OR 6" INCH) FORCE MAIN SANITARY SEWER LINE
EXIST. 8" (OR 6" INCH) SANITARY SEWER LINE
EXIST. 4" (OR 6" INCH) GAS PIPELINE
EXIST. UNDERGROUND FIBER OPTIC CABLE
EXIST. UNDERGROUND TELE LINE
EXIST. OVERHEAD ELECTRIC LINE
EXIST. HIGH VOLTAGE TRANSMISSION LINE
EXIST. UNDERGROUND ELECTRIC LINE
EXIST. OVERHEAD ELECTRIC LINE WITH CABLE LINE ATTACHED
EXIST. OVERHEAD ELECTRIC LINE WITH FIBER OPTIC AND CABLE LINE ATTACHED
TC= 00.00 TOP OF CURB ELEVATION
PROP. 4' CONC. SIDEWALK
EXISTING ASPHALT PAVEMENT
PROPOSED 4" CONC. DRIVEWAY
PROPOSED ASPHALT PAVEMENT
RE-GRADE ALL EXISTING CLEAN CUTS TO PROP. GRADE (TYP.)
PROP. TOC
166
165
164
163
162
161
160
159
158
EXISTING DRIVEWAYS PROFILE @ WEST
PROP TOC
EXISTING DRIVEWAYS PROFILE @ EAST
STATE OF TEXAS
JULIO C. CERDA
90524
LICENSED PROFESSIONAL ENGINEER
JULIO C. CERDA
P.E. 90524
04/25/2017
DATE
SOUTH TEXAS INFRASTRUCTURE GROUP
900 S. STEWART, SUITE 13 PH (956) 424-3335
MISSION, TEXAS 78572 FAX (956) 424-3132
TBPE REG. # 15000
MEZQUITE AVENUE
STA. 09+00.00 TO STA. 10+26.50
SCALE:
HOR 1"= 50'
VER 1"= 2'
DATE: 04/25/2017
MEZQUITE AVE.

EXHIBIT "A"



STATE OF TEXAS
JULIO C. CERDA
90524
LICENSED PROFESSIONAL ENGINEER

JULIO C. CERDA
P.E. 90524
05/05/2017
DATE

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900 S. STEWART, SUITE 13 PH (956) 424-3335
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TBPE REG. # 15000

PIKE AVENUE EXTENSION
STA. 15+61.85 TO STA. 18+36.35

SCALE:
HOR 1"= 50'
VER 1"= 5'

DATE: 05/05/2017			
			PIKE AVE.
		COUNTY	SHEET NO.
		HIDALGO	

EXHIBIT
"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:
2017-221954

Date Filed:
06/12/2017

Date Acknowledged:
06/12/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

South Texas Infrastructure Group, L.L.C.
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County -- Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5015-60-0311-5000-6000
2015 Penitas Street Improvement- Amendment No. 1

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-221954

Date Filed:
06/12/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

South Texas Infrastructure Group, L.L.C.
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County -- Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5015-60-0311-5000-6000
2015 Penitas Street Improvement- Amendment No. 1

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.

ALICIA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
August 28, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Julio Cerda, this the 12th day of June, 2017, to certify which, witness my hand and seal of office.

Alicia Rodriguez — Signature of officer administering oath
Alicia Rodriguez — Printed name of officer administering oath
Notary — Title of officer administering oath

AI-60084 **Urban County** **12. H.**

CC - REGULAR

Meeting Date: 06/13/2017

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

Department: URBAN COUNTY

Information

CAPTION

"Subject to Compliance with HB 1295, when and if Applicable." The Urban County Program is requesting the award of bids and the approval of contracts with Quality Investment and R G Enterprises, LLC, dba G & G Contractors for the demolition and reconstruction of the following:

1. One (1) Unit in the City of Progreso, (1) unit in the City of Edcouch and (2) units in the City of Weslaco in the total contract amount of $249,108.00 to Quality Investments; and

2. One (1) Unit in the City of Donna (1) unit in the Countywide area, (1) unit in the City of Hidalgo and (2) units in the City of San Juan in the total contract amount of $299,500.00 to R G Enterprises, LLC, dba G & G Contractors.

BACKGROUND

The applicants were approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on April 18, 2017 & May 16, 2017. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, May 31, 2017.

FY'15 Rehab Prog.
Funds Available: $338,907.32

FY'16 Rehab Prog.
Funds Available: $1,090,577.00

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By Steve Crain
Date: June 19, 2013

Fiscal Impact

Attachments

Agreement Juan & Marianita F. Nuñez
Agreement Elida M. Acevedo
Agreement Juanita Garza
Agreement Elida & Maria G. Alanis
Agreement Ramon & Anita A. Trevino
Agreement Manuela Mendoza
Agreement Humberto & Maria Espinoza
Agreement Zeferina Pacheco
House Plans Maria A. Morales
House Plan Zeferina Pacheco
House Plan Manuela Mendoza
House Plan Humberto & Maria Espinoza
House Plan Ramon & Anita A. Trevino
House Plan Elida & Maria G. Alanis
House Plan Juanita Garza
House Plan Elida M. Acevedo
House Plan Juan & Marianita F. Nunez
Bid Tabulation RG Enterprise & Quality Investment
RG Enterprise Insurance & Form 1295
Quality Investment Insurance & Form 1295
Agreement Maria A. Morales-R

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/06/2017 04:52 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Olga Lerma		Started On: 06/01/2017 11:52 AM
Final Approval Date: 06/09/2017		

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **June 13, 2017**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Juan & Marianita F. Nunez**

BORROWER'S ADDRESS:

211 Commercial St.
Edcouch, Texas 78538

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

CONTRACTOR: **Emigdio Villanueva, Quality Investment**

CONTRACTOR'S ADDRESS:

519 E. 19th St., Ste B
Mission, Texas 78572

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$61,277.00,** executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$61,277.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION**: $61,277.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building

codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and 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. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. 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. Pursuit by

Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. 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.

14. Interpretation. 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. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. 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.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. 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 heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by

certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER(S):

_____

Juan Nunez

_____

Marianita F. Nunez

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____

By: **Emigdio Villanueva**
Its: **Quality Investments**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **13** day of **June, 2017** by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **13** of **June 2017**, by **Juan Nunez.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **13** of **June 2017**, by **Marianita F. Nunez.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **13 day** of **June 2017**, by **Emigdio Villanueva Quality Investment**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO EMIGDIO VILLANUEVAS, QUALITY INVESTMENTS, AT 519 E. 19TH ST., STE B, MISSION, TEXAS 78572 NOT LATER THAN MIDNIGHT OF JUNE 16, 2017.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER(S):

_____

Juan Nunez

_____

Marianita F. Nunez

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 11 & 12 Block 23, Original Townsite City of Edcouch, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **June 13, 2017**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Elida M. Acevedo**

BORROWER'S ADDRESS:

305 Colorado St.
Weslaco, Texas 78596

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

CONTRACTOR: **Emigdio Villanueva, Quality Investment**

CONTRACTOR'S ADDRESS:

519 E. 19th St., Ste B
Mission, Texas 78572

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$61,777.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$61,777.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION**: $61,777.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection

with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and 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. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. 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. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. 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.

14. Interpretation. 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. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. 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.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. 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 heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must

describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER(S):

_____

Elida M. Acevedo

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____

By: **Emigdio Villanueva**
Its: **Quality Investments**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **13** day of **June 2017**, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **13 day** of **June 2017**, by **Elida M. Acevedo.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **13 day** of **June 2017**, by **Emigdio Villanueva Quality Investment**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO EMIGDIO VILLANUEVAS, QUALITY INVESTMENTS, AT 519 E. 19TH ST., STE B, MISSION, TEXAS 78572 NOT LATER THAN MIDNIGHT OF JUNE 16, 2017.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER(S):

_____

Elida M. Acevedo

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 6 & 7 in Block 1, of CHRISTENSEN'S SUBDIVISION being an addition to the City of Welsaco, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **June 13, 2017**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Juanita Garza**

BORROWER'S ADDRESS:

622 Lee Garza St.
Weslaco, Texas 78596

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

CONTRACTOR: **Emigdio Villanueva, Quality Investment**

CONTRACTOR'S ADDRESS:

519 E. 19th St., Ste B
Mission, Texas 78572

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$62,277.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$62,277.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION**: $62,277.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection

with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and 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. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. 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. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. 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.

14. Interpretation. 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. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. 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.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. 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 heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must

describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER(S):

_____

Juanita Garza

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____

By: **Emigdio Villanueva**
Its: **Quality Investments**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS **§**
§
COUNTY OF HIDALGO **§**

This instrument was acknowledged before me on this **13** day of **June 2017**, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS **§**
§
COUNTY OF HIDALGO **§**

This instrument was acknowledged before me on this **13 day** of **June 2017**, by **Juanita Garza.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS **§**
§
COUNTY OF HIDALGO **§**

This instrument was acknowledged before me on this **13 day** of **June 2017**, by **Emigdio Villanueva Quality Investment**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO EMIGDIO VILLANUEVAS, QUALITY INVESTMENTS, AT 519 E. 19TH ST., STE B, MISSION, TEXAS 78572 NOT LATER THAN MIDNIGHT OF JUNE 16, 2017.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER(S):

_____

Juanita Garza

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 5 Block 3 James N. Black Subdivision, an addition to the City of Welsaco, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **June 13, 2017**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Elida & Maria G. Alanis**

BORROWER'S ADDRESS:

2201 Lissner Ave.,
Donna, Texas 78537

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

CONTRACTOR: **R G Enterprises, LLC, G & G Contractors**

CONTRACTOR'S ADDRESS:

711 E. Wisconsin Rd
Edinburg, Texas 78539

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$59,900.00,** executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$59,900.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION**: $59,900.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection

with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and 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. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. 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. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. 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.

14. Interpretation. 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. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. 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.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. 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 heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as

provided by Section 27.004 of the Texas Property Code.

BORROWER(S):

_____
Elida Alanis

_____
Maria G. Alanis

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____
By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____
By: **Rene Garza**
Its: **R G Enterprises, LLC, dba**
G & G Contractors

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **13** day of **June, 2017** by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **13** of **June 2017**, by **Elida Alanis.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **13** of **June 2017**, by **Maria G. Alanis.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **13** day of **June 2017**, by **Rene Garza** with **R G Enterprises, LLC, dba G & G Contractors**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RENE GARZA, R G ENTERPRISES, LLC, DBA G & G CONTRACTORS , AT 711 E. WISCONSIN RD, EDINBURG, TEXAS 78539 NOT LATER THAN MIDNIGHT OF JUNE 16, 2017.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER(S):

_____

Elida Alanis

_____

Maria G. Alanis

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 1 & 2 Block No. 8 of the RUTHVEN ADDITION TO THE CITY OF DONNA, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **June 13, 2017**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Ramon & Anita A. Trevino**

BORROWER'S ADDRESS:

2302 Paris St.
Mission, Texas 78574

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

CONTRACTOR: **R G Enterprises, LLC, G & G Contractors**

CONTRACTOR'S ADDRESS:

711 E. Wisconsin Rd
Edinburg, Texas 78539

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$59,900.00,** executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$59,900.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION**: $59,900.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor June furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender June approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor June submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") June be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor June submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender June prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender June limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection

with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender June require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it June require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender June at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and 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. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as June be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. 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. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. 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.

14. Interpretation. 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. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. 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.

16. General Provisions. This Agreement:

a. June not be assigned by Owner or Contractor without the prior written consent of County;

b. June not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. 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 heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU JUNE LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter June affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as

provided by Section 27.004 of the Texas Property Code.

BORROWER(S):

_____
Ramon Trevino

_____
Anita A. Trevino

YOU, THE OWNER, JUNE CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____
By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____
By: **Rene Garza**
Its: **R G Enterprises, LLC, dba**
G & G Contractors

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **13** day of **June 2017** by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **13** of **June 2017**, by **Ramon Trevino.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **13** of **June 2017**, by **Anita A. Trevino.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **30** day of **June 2017**, by **Rene Garza** with **R G Enterprises, LLC, dba G & G Contractors**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU JUNE CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU JUNE IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU JUNE RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RENE GARZA, R G ENTERPRISES, LLC, DBA G & G CONTRACTORS , AT 711 E. WISCONSIN RD, EDINBURG, TEXAS 78539 NOT LATER THAN MIDNIGHT OF JUNE 16, 2017.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER(S):

_____

Ramon Trevino

_____

Anita A. Trevino

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 13 HILDA SUBDIVISION NO. 3, a re-subdivision of the North 5.0 acres of Lot 33 NEW CALEDONIA SUBDIVISION, UNIT NO. 1, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **June 13, 2017**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Manuela Mendoza**

BORROWER'S ADDRESS:

1916 Cougar St.
San Juan, Texas 78589

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

CONTRACTOR: **R G Enterprises, LLC, G & G Contractors**

CONTRACTOR'S ADDRESS:

711 E. Wisconsin Rd
Edinburg, Texas 78539

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$59,900.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$59,900.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION**: $59,900.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection

with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and 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. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. 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. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. 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.

14. Interpretation. 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. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. 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.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. 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 heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must

describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER(S):

_____
Manuela Mendoza

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____
By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____
By: **Rene Garza**
Its: **R G Enterprises, LLC, dba**
G & G Contractors

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS **§**
§
COUNTY OF HIDALGO **§**

This instrument was acknowledged before me on this **13** day of **June 2017**, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS **§**
§
COUNTY OF HIDALGO **§**

This instrument was acknowledged before me on this **13 day** of **June 2017**, by **Manuela Mendoza.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS **§**
§
COUNTY OF HIDALGO **§**

This instrument was acknowledged before me on this **13** day of **June 2017**, by **Rene Garza** with **R G Enterprises, LLC, dba G & G Contractors**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RENE GARZA, R G ENTERPRISES, LLC, DBA G & G CONTRACTORS , AT 711 E. WISCONSIN RD, EDINBURG, TEXAS 78539 NOT LATER THAN MIDNIGHT OF JUNE 16, 2017.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER(S):

_____

Manuela Mendoza

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

All of Lot 33 SIOUX TERRACE SOUTH PHASE NO. 2, an addition to the City of San Juan, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **June 13, 2017**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Humberto & Maria Espinoza**

BORROWER'S ADDRESS:

316 E. Gardenia
Hidalgo, Texas 78557

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

CONTRACTOR: **R G Enterprises, LLC, G & G Contractors**

CONTRACTOR'S ADDRESS:

711 E. Wisconsin Rd
Edinburg, Texas 78539

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$59,900.00,** executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$59,900.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION**: $59,900.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection

with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and 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. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. 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. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. 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.

14. Interpretation. 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. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. 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.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. 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 heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as

provided by Section 27.004 of the Texas Property Code.

BORROWER(S):

_____

Humberto Espinoza

_____

Maria Espinoza

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____

By: **Rene Garza**
Its: **R G Enterprises, LLC, dba**
G & G Contractors

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this 1**3** day of **June, 2017** by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **13** of **June 2017**, by **Humberto Espinoza.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **13** of **June 2017**, by **Maria Espinoza.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **13** day of **June 2017**, by **Rene Garza** with **R G Enterprises, LLC, dba G & G Contractors**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RENE GARZA, R G ENTERPRISES, LLC, DBA G & G CONTRACTORS , AT 711 E. WISCONSIN RD, EDINBURG, TEXAS 78539 NOT LATER THAN MIDNIGHT OF JUNE 16, 2017.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER(S):

_____

Humberto Espinoza

_____

Maria Espinoza

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 3 Block 10 Original Townsite of the City of Hidalgo, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **June 13, 2017**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Zeferina Pacheco**

BORROWER'S ADDRESS:

1917 Loma Verde St.
San Juan, Texas 78589

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

CONTRACTOR: **R G Enterprises, LLC, G & G Contractors**

CONTRACTOR'S ADDRESS:

711 E. Wisconsin Rd
Edinburg, Texas 78539

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$59,900.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$59,900.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION**: $59,900.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building

codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and 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. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. 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. Pursuit by

Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. 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.

14. Interpretation. 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. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. 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.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. 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 heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

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RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal

warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER(S):

_____

Zeferina Pacheco

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____

By: **Rene Garza**
Its: **R G Enterprises, LLC, dba**
G & G Contractors

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS **§**
§
COUNTY OF HIDALGO **§**

This instrument was acknowledged before me on this **13** day of **June 2017**, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS **§**
§
COUNTY OF HIDALGO **§**

This instrument was acknowledged before me on this **13 day** of **June 2017**, by **Zeferina Pacheco .**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS **§**
§
COUNTY OF HIDALGO **§**

This instrument was acknowledged before me on this **13** day of **June 2017**, by **Rene Garza** with **R G Enterprises, LLC, dba G & G Contractors**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RENE GARZA, R G ENTERPRISES, LLC, DBA G & G CONTRACTORS , AT 711 E. WISCONSIN RD, EDINBURG, TEXAS 78539 NOT LATER THAN MIDNIGHT OF JUNE 16, 2017.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER(S):

_____

Zeferina Pacheco

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

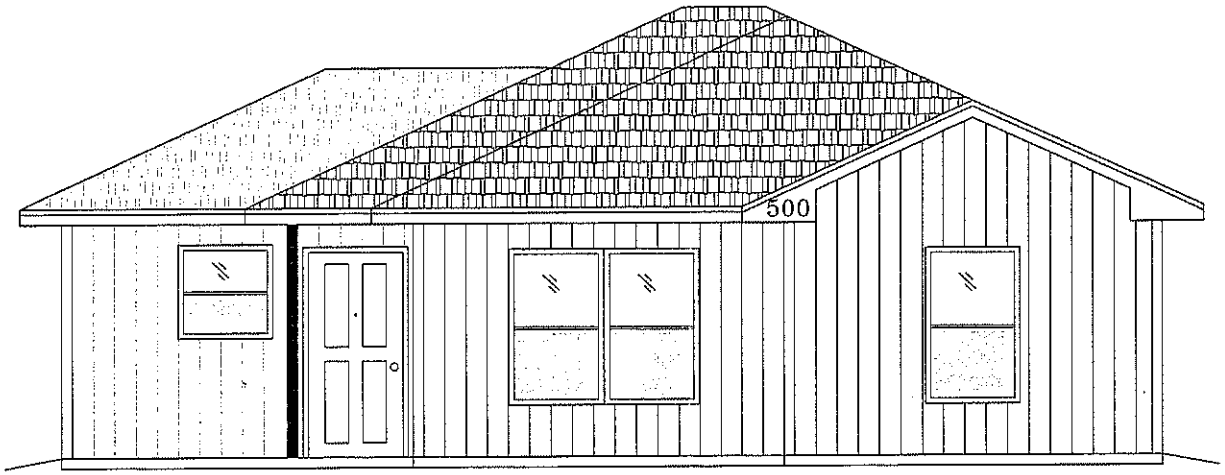
Lot 263 LOMA LINDA ESTATES III, an addition to the City of San Juan, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"
SPECIAL CONDITIONS

None.

MORALES RESIDENCE



MARIA MORALES
500 CATARINA STREET
WESLACO, TEXAS 78596
CELL: 956-756-7026

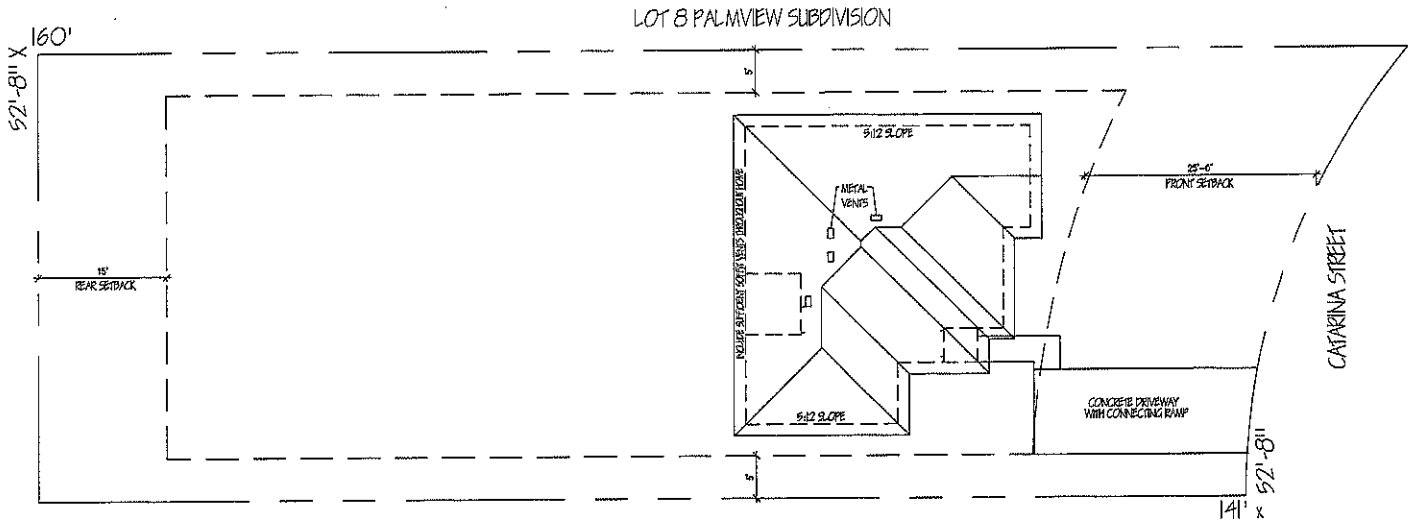
URBAN COUNTY PROGRAM
427 E. DURANTA STE 107- ALAMO
(956) 787-8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA MORALES
500 CATARINA STREET WESLACO, TX

TOTAL AREA
992 SQ. FT.

C1.0



1 ROOF/PLOT PLAN

NOTE:

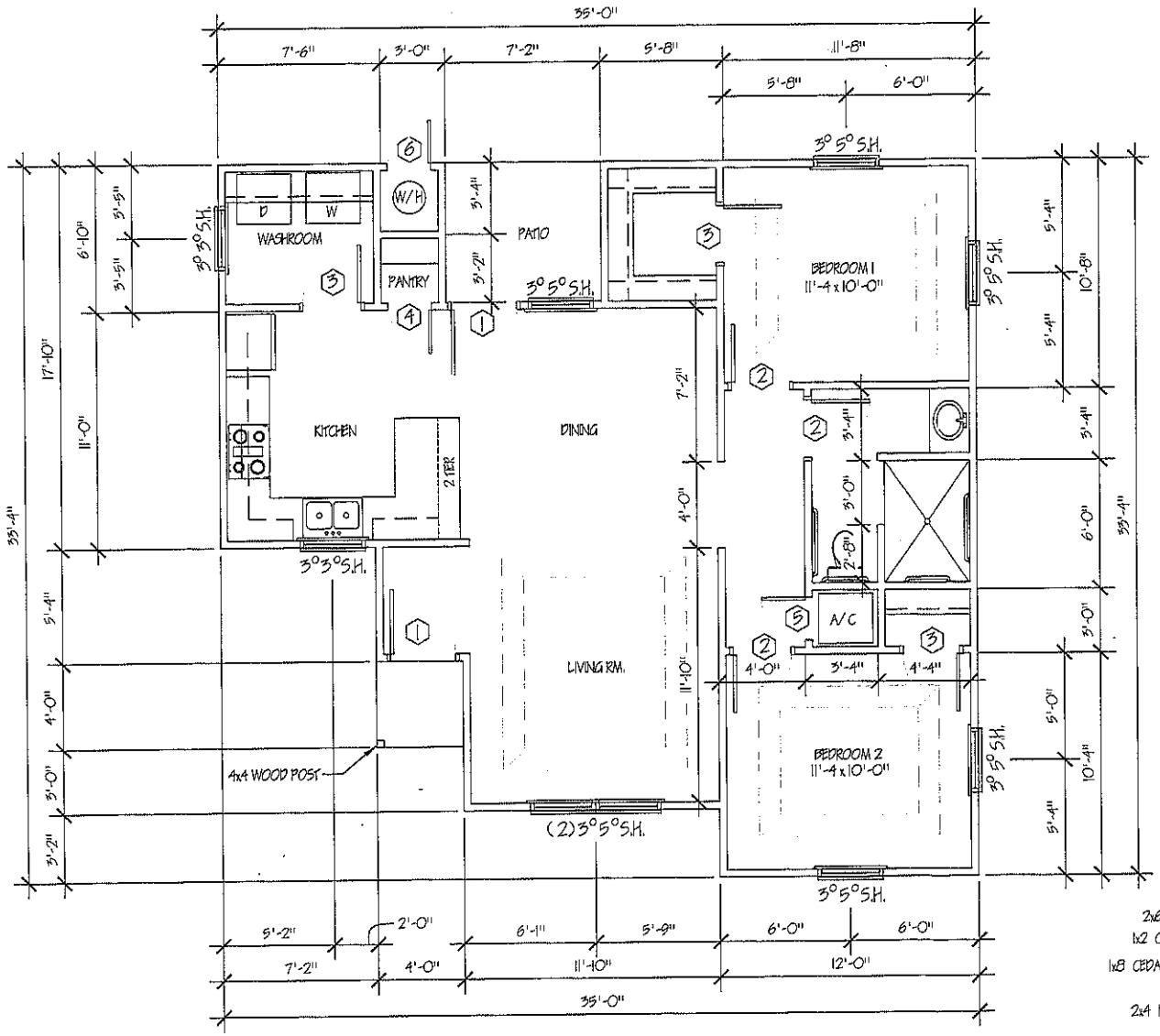
1. Please verify with city/ county on setbacks and for any requirements requarding sidewalk, driveway, landscaping, and any other obligations as per city regulations/ ordinances.
2. It is the responsibility of the Contractor to locate the rods and string the property. To avoid any problems it is now required and the responsibility of the Contractor to order a property survey by a professional engineer.
3. Any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk.
4. Provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter. In addition, remember to replace septic tank if needed and is more than 10 yrs old.

TOTAL AREA
992 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA MORALES
500 CATARINA STREET WESLACO, TX

AS1.1



1 FLOOR PLAN
3/16" = 1'-0"

SQUARE FOOTAGE

LIVING AREA	930
PORCH/ PATIO	62
TOTAL SQ. FT.	992

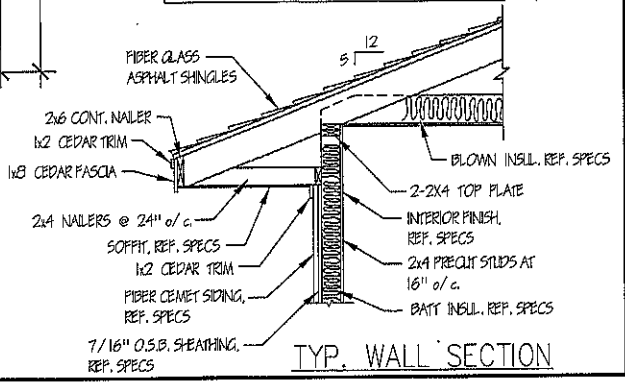
DOOR SCEDULE

DR#	TASK	SIZ X 6 8	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3°	METAL W/ LOW PROFILE THRSH.LD.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	2⁸	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	2⁸	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	2°	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	2° x 4°	HOLLOW CORE	A/C CLOSET PASSAGE
6	INSTALL NEW UNIT	2°	HOLLOW METAL	LOCK W/ DEADBOLT

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE / SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1" FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-CLIENT IS REQUESTING CONNECTIOS FOR A (GAS) ELECTRIC STOVE.
-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.
EXTERIOR COLOR CHOICES TO BE OR MATCH:
SW6937 wall SW7006 trim
INTERIOR COLOR CHOICES TO BE OR MATCH:
SW6442 wall SW7006 trim

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 11 DAY OF May 2016
*maria morales



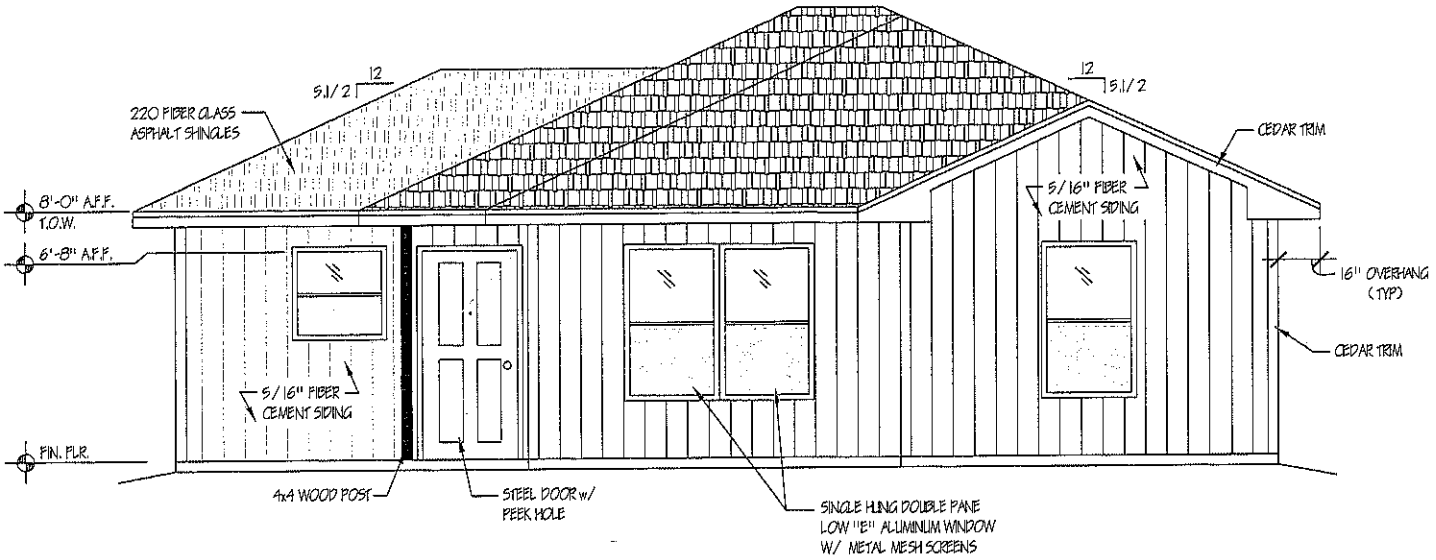
TYP. WALL SECTION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

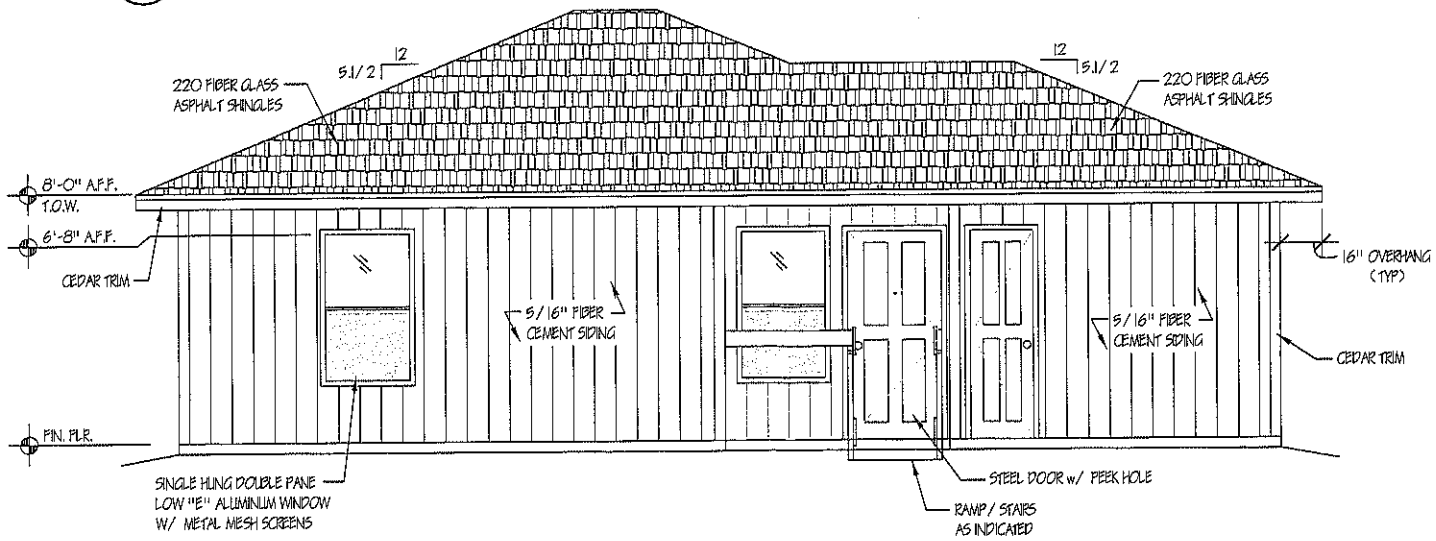
MARIA MORALES
500 CATARINA STREET WESLACO, TX

TOTAL AREA
992 SQ. FT.

A1.1



1 FRONT ELEVATION



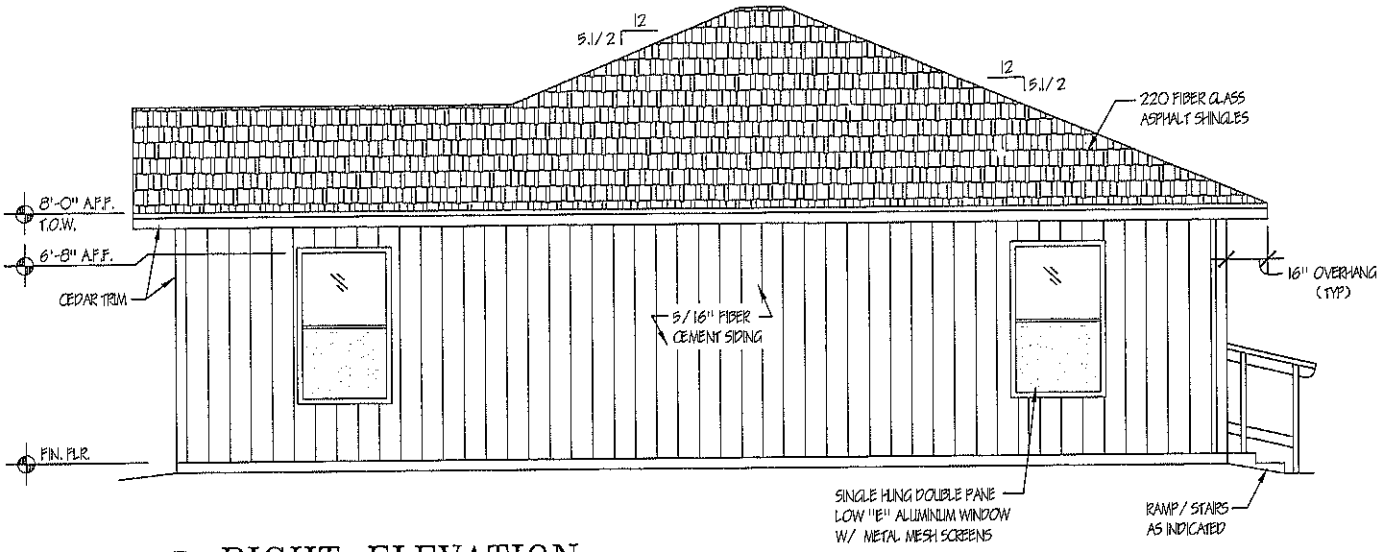
2 BACK ELEVATION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

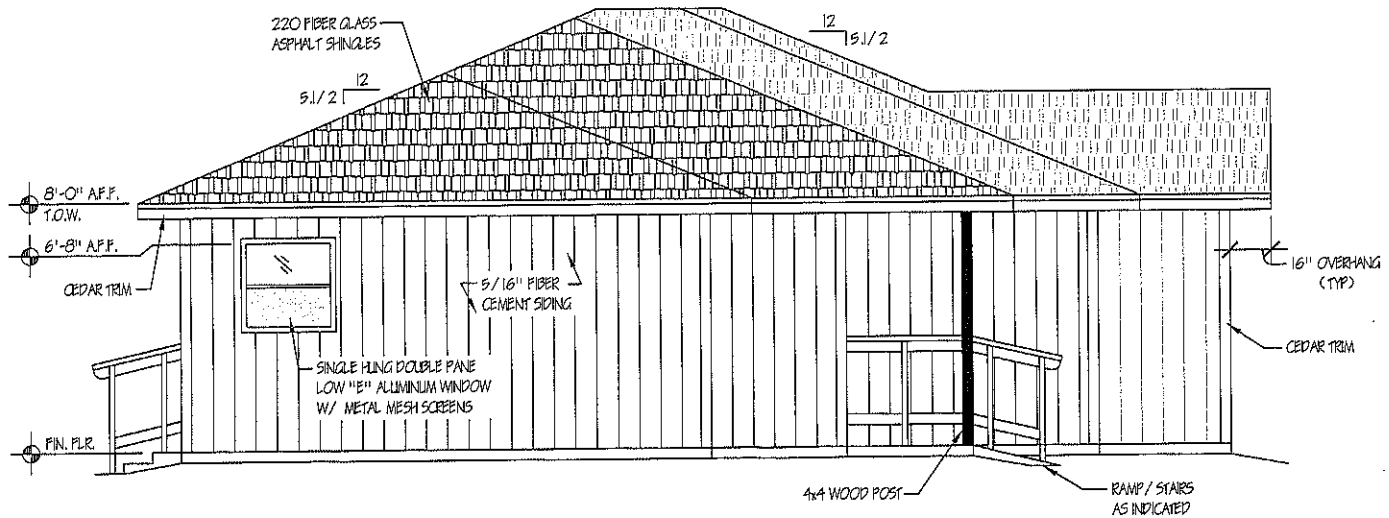
MARIA MORALES
500 CATARINA STREET WESLACO, TX

TOTAL AREA
992 SQ. FT.

A1.2



1 RIGHT ELEVATION



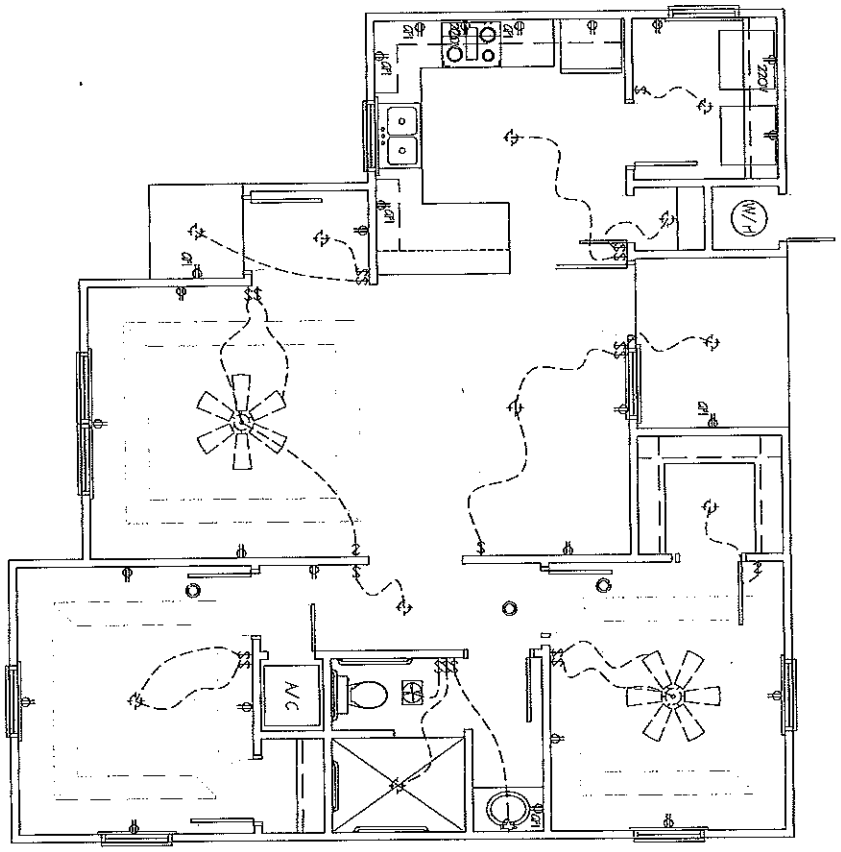
2 LEFT ELEVATION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
992 SQ. FT.

MARIA MORALES
500 CATARINA STREET WESLACO, TX

A1.3



1 ELECTRICAL PLAN
3/16" = 1'-0"

ELECTRICAL LEGEND

WH	WATER HEATER
	DUPLEX ELECTRICAL RECEPT.
220V	220v DUPLEX ELECTRICAL RECEPTACLE
GFI	GROUND FAULT CIRCUIT INTERRUPTER
	BATHROOM EXHAUST FAN
	LIGHT FIXTURE
S	LIGHT SWITCH
T	THERMOSTAT
	SMOKE DETECTOR

URBAN COUNTY PROGRAM

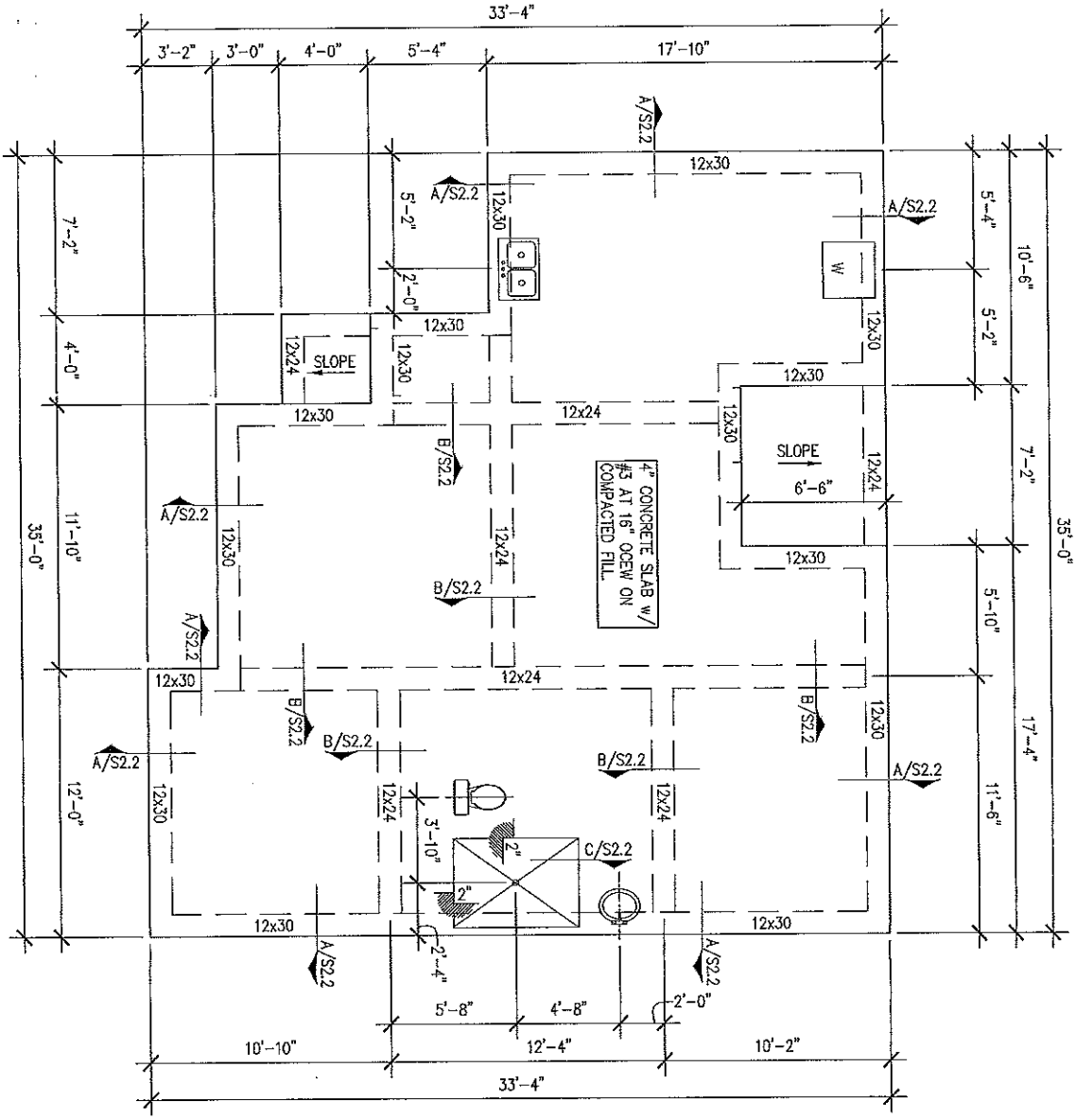
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

E1.1

MARIA MORALES

500 CATARINA STREET WESLACO, TX

TOTAL AREA
992 SQ. FT.



1 FOUNDATION PLAN

3/16" = 1'-0"

NOTES:

1. 4" THICK SLAB ON GRADE w/ #3 BARS AT 16" O.C.E.W. AT MID-DEPTH OF SLAB OVER 6 MIL. VISQUEEN OVER APPROVED COMPACTED FILL.
2. EXTERIOR GRADE BEAMS TO BE 12"x30" w/ 4-#5 BARS CONT. TOP AND BOTTOM w/ #3 STIRRUPS AT 24" o/c. A MINIMUM OF 6" IN DEPTH TO UNDISTURBED SOIL.
3. INTERIOR GRADE BEAMS TO BE 12"x24" w/ 4-#5 BARS CONT. TOP AND BOTTOM w/ #3 STIRRUPS AT 24" o/c. A MINIMUM OF 6" IN DEPTH TO UNDISTURBED SOIL.
4. CORNER BARS AT ALL CORNERS AND INTERSECTIONS SHALL BE #5 x 2'-0"x2'-0". APPLY 6x6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.
5. INSTALL ANCHOR BOLTS AT PERIMETER AT 48" o/c.
6. USE ONLY COMPACTED SELECT FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB, UNLESS OTHERWISE NOTED.

URBAN COUNTY PROGRAM

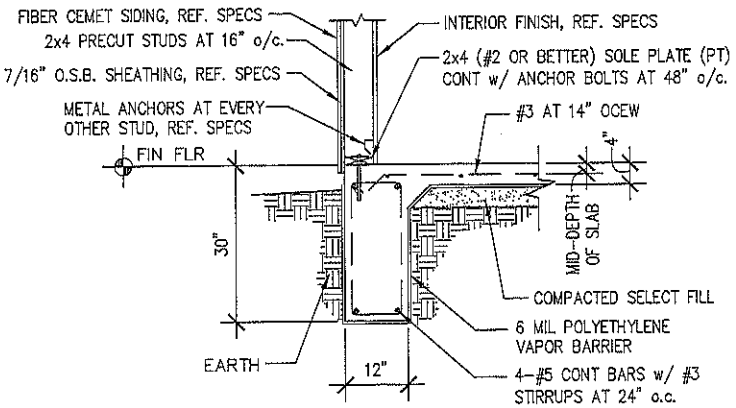
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

S2.1

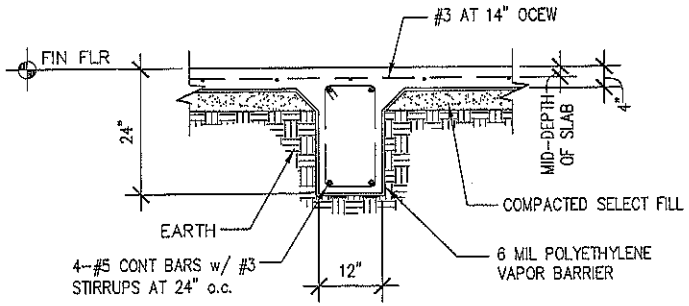
MARIA MORALES

500 CATARINA STREET WESLACO, TX

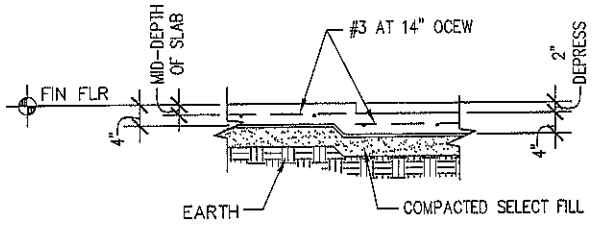
TOTAL AREA 992 SQ. FT.



A-EXTERIOR BEAM



B-INTERIOR BEAM



C-SHOWER DEPRESS

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
992 SQ. FT.

MARIA MORALES
500 CATARINA STREET WESLACO, TX

S2.2

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) MARIA MORALES CASE NO.: PG#65-17-01 DATE: 5/8/17 ADDRESS: 500 CATARINA STREET, WESLACO TX PHONE: 956-756-7026 BY: ROBERT CAVAZOS

1. FOUNDATION WORK:

BUILD A NEW SLAB ON GRADE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT. PROVIDE A MIN. OF 12 X 25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" PLYWOOD SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE. ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF: (SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN R-49 FACTOR. (need a combined R-30 & R-19 to meet requirement)
- HAVE RULER INSTALLED FOR EVER 300 SQUARE FEET BEFORE FRAMING AND ROUGH-IN INSPECTION IS SCHEDULED.
- INFILTRATION FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH R-15 F.G. BATT.
- ALL EXTERIOR PIPES EXPOSED TO WEATHER SHALL BE INSULATED.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.

ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100. (2 COLOR CHOICE MIN).

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

INSTALL 7/16" O.S.B. TO THE ENTIRE PERIMETER OF THE HOUSE AS PER MANUFACTURER'S SPECIFICATIONS. REFERENCE DETAIL.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN. KEEP LABELS ON WINDOWS UNTIL FINAL INSPECTION HAS BEEN CLEARED.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM FORMICA COUNTER TOP OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) COMPARABLE IN QUALITY TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS, INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS

BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

PROVIDE & INSTALL A 16 SEER CENTRAL AIR CONDITIONING COMPARABLE IN QUALITY TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOU'RE BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING SIDEWALKS, DRIVEWAYS, AND UTILITY LINES DURING DEMOLITION.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BORM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE FOUNDATION PAD.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN SECTION 23. GENERAL NOTES OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE PRIOR TO THE START OF CONSTRUCTION. FINES WILL BE ENFORCED.
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS (demo to final inspection) FINES WILL BE ENFORCED.
- SHOWER ENTRANCES TO BE 36" WIDE.
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) MARIA MORALES CASE NO.: PG#65-17-01 DATE: 5/8/17 ADDRESS: 500 CATARINA STREET, WESLACO TX PHONE: 956-756-7026 BY: ROBERT CAVAZOS

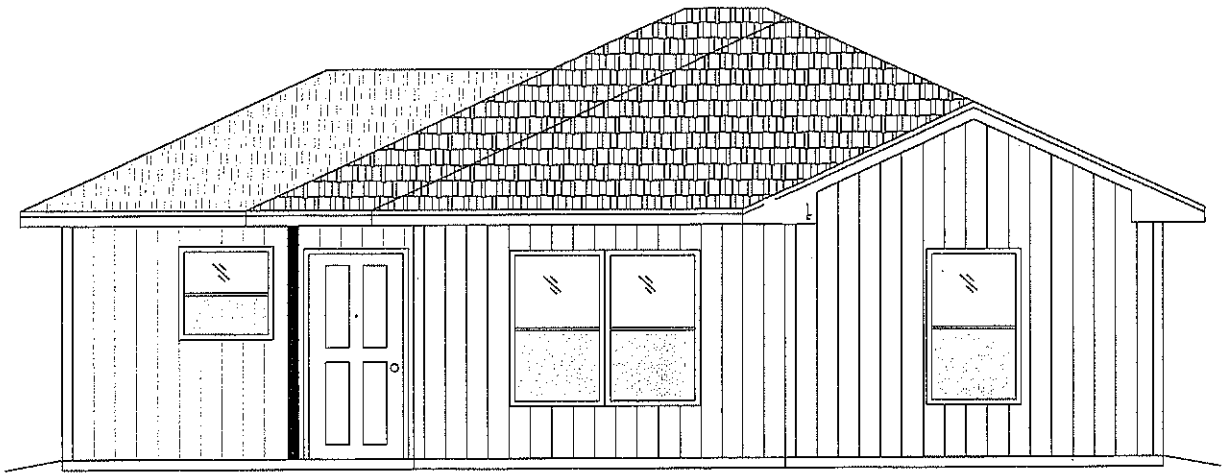
I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

maria morales

NAME OF APPLICANT

NAME OF CO-APPLICANT

PACHECO RESIDENCE



ZEFERINA PACHECO
1917 LOMA VERDE STREET
SAN JUAN, TEXAS 78589
CELL: 956-313-5418

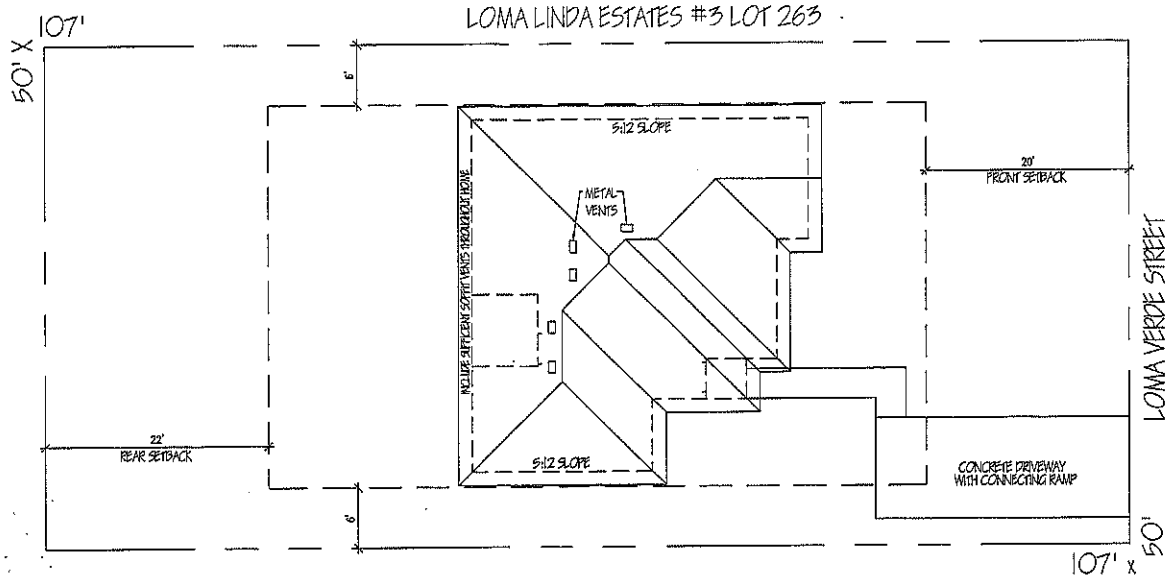
URBAN COUNTY PROGRAM
427 E. DURANTA STE 107- ALAMO
(956) 787-8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

ZEFERINA PACHECO
1917 LOMA VERDE STREET SAN JUAN, TX

TOTAL AREA
992 SQ. FT.

C1.0



1 ROOF/PLOT PLAN

NOTE:

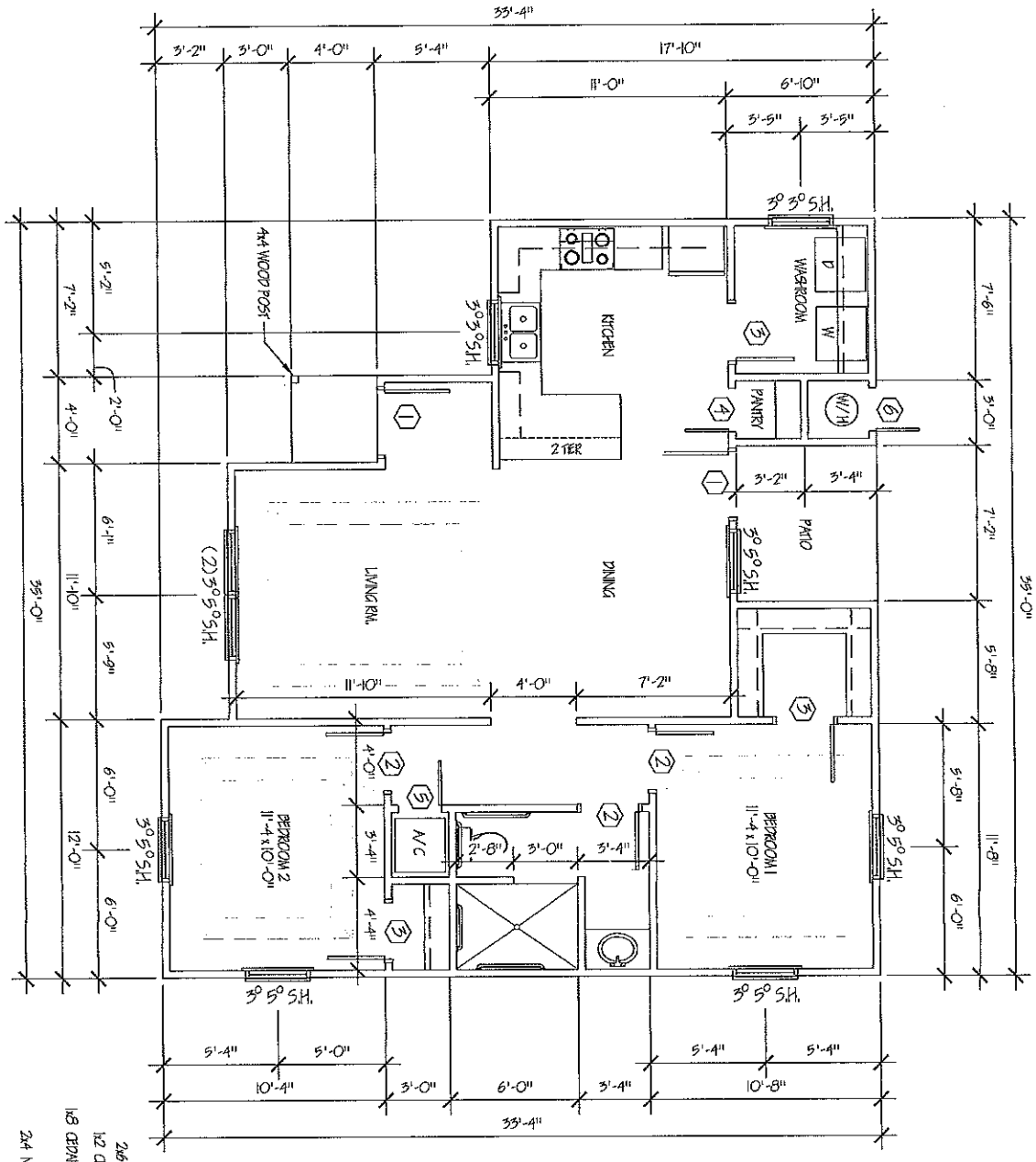
1. Please verify with city/ county on setbacks and for any requirements requarding sidewalk, driveway, landscaping, and any other obligations as per city regulations/ ordinances.
2. It is the responsibility of the Contractor to locate the rods and string the property. To avoid any problems it is now requred and the responsibility of the Contractor to order a property survey by a professional engineer.
3. Any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk.
4. Provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter. In addition, remember to replace septic tank if needed and is more than 10 yrs old.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

ZEFERINA PACHECO
1917 LOMA VERDE STREET SAN JUAN, TX

TOTAL AREA
992 SQ. FT.

AS1.1



1 FLOOR PLAN
3/16" = 1'-0"

SQUARE FOOTAGE	
LIVING AREA	930
PORCH/ PATIO	62
TOTAL SQ. FT.	992

DOOR SCEDULE

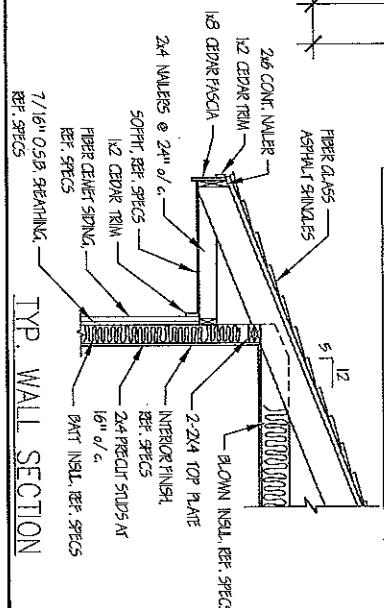
DR#	TASK	SIZ X 6 8	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3'0	METAL W/ LOW PROFILE THRSHD.	LEVER TYPE ENTRY LOCK W/ DEADBOLT
2	INSTALL NEW UNIT	2'8	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	2'8	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	2'0	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	2'0"x4'0	HOLLOW METAL	A/C CLOSET PASSAGE
6	INSTALL NEW UNIT	2'0	HOLLOW METAL	LOCK W/ DEADBOLT

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE / SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1" FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 8" FROM PORCH FLOOR.
-CLIENT IS RESPONSIBLE FOR ALL GAS & ELECTRIC SIDING CONNECTIONS
-INSTALL A MIN OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

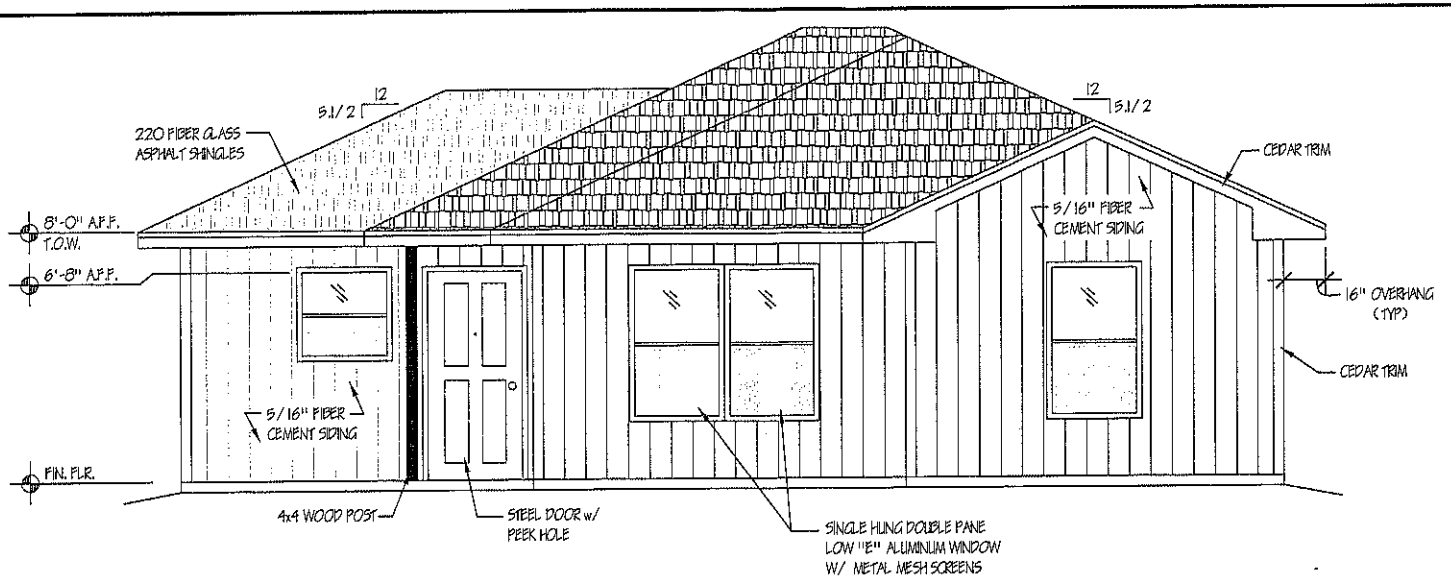
EXTERIOR COLOR CHOICES TO BE OR MATCH:
SW 7074 wall
SW 7005 trim
INTERIOR COLOR CHOICES TO BE OR MATCH:
SW 6673 wall
SW 7005 trim

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 12 DAY OF May 2016

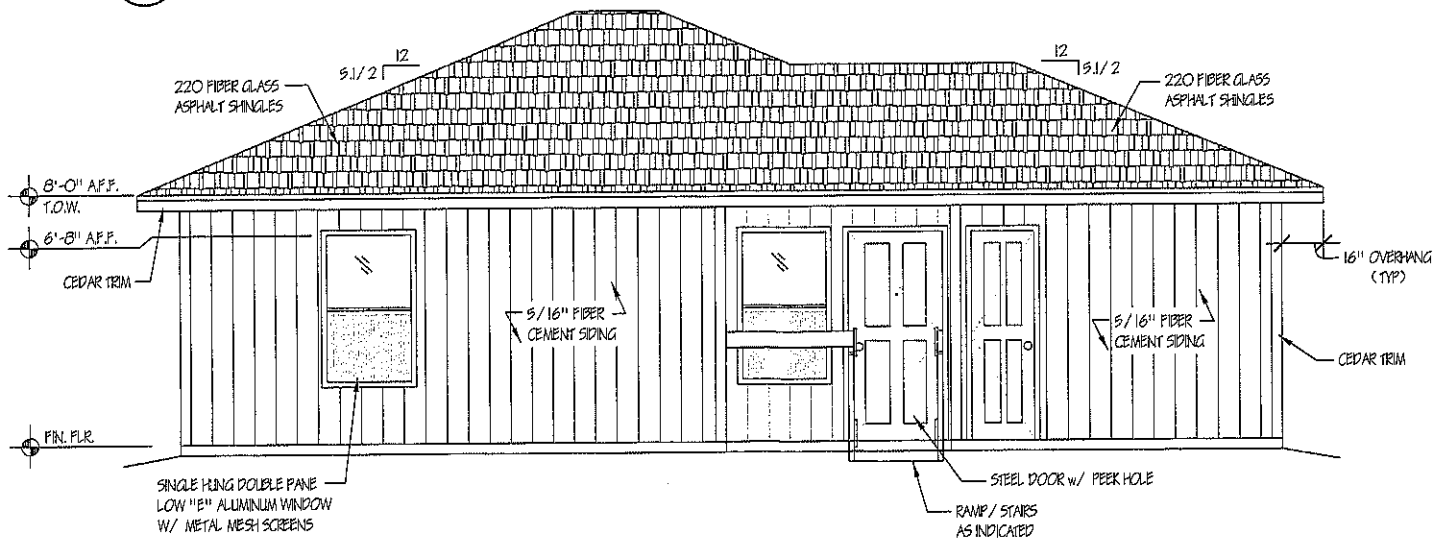


TYP. WALL SECTION

	URBAN COUNTY PROGRAM OWNER OCCUPIED HOUSING REHABILITATION PROGRAM	
A1.1	ZEFERINA PACHECO 1917 LOMA VERDE STREET SAN JUAN, TX	TOTAL AREA 992 SQ. FT.



1 FRONT ELEVATION



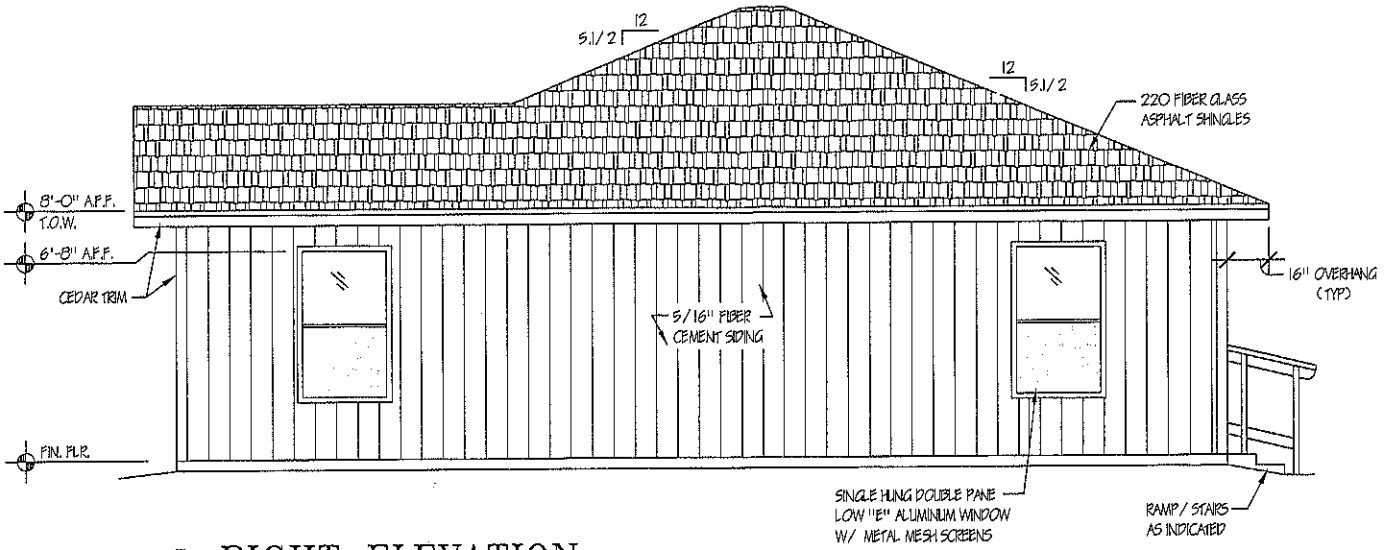
2 BACK ELEVATION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

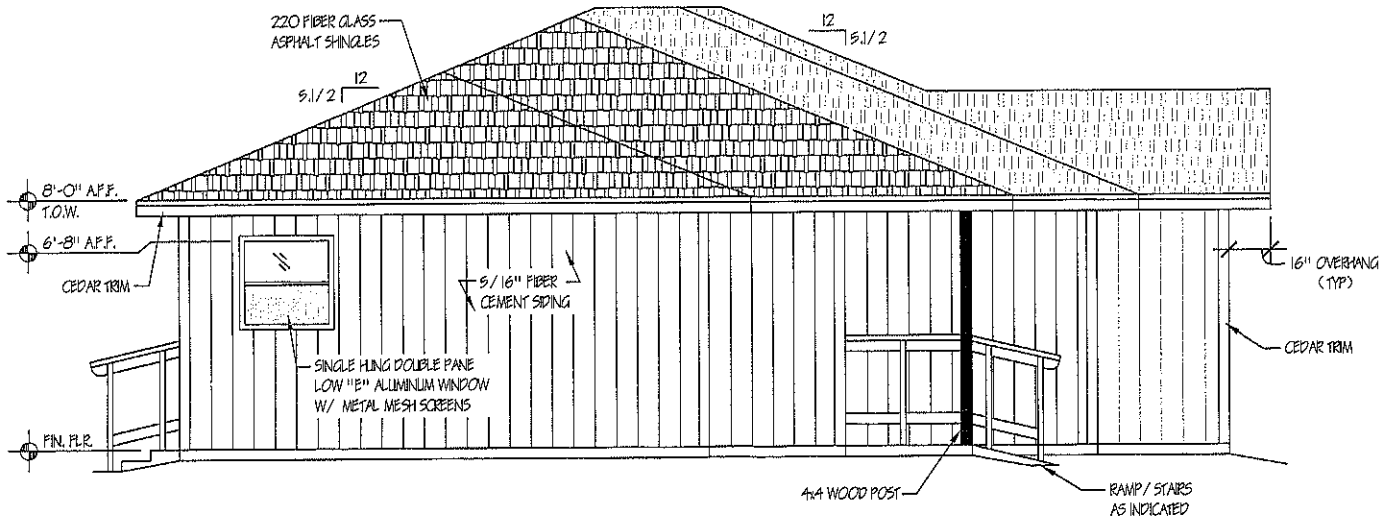
ZEFERINA PACHECO
1917 LOMA VERDE STREET SAN JUAN, TX

TOTAL AREA
992 SQ. FT.

A1.2



1 RIGHT ELEVATION



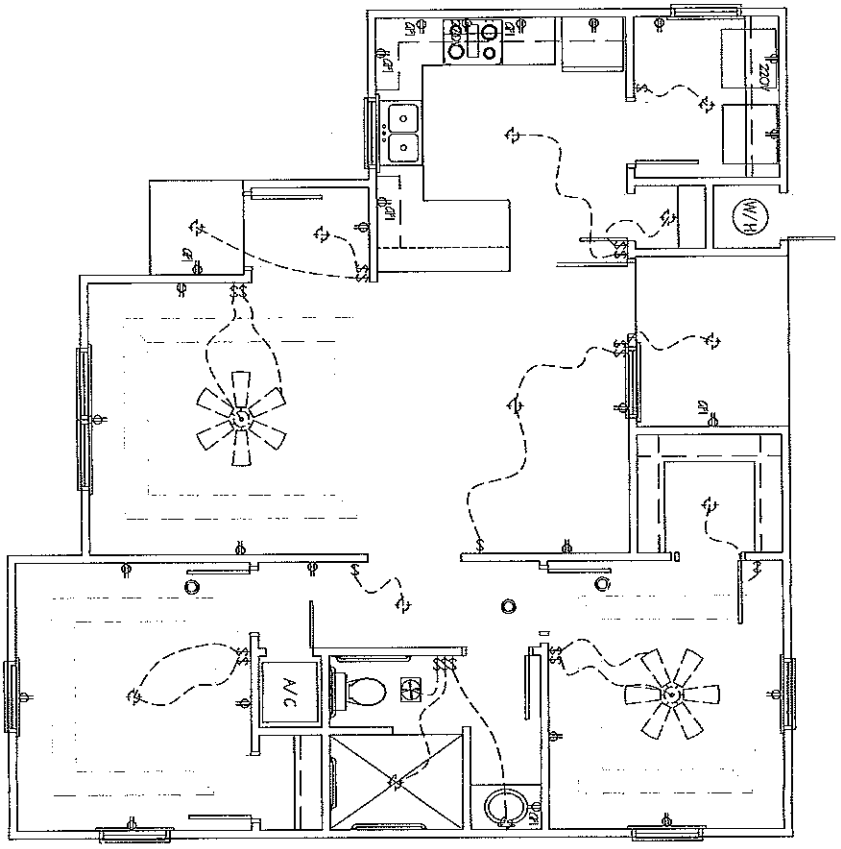
2 LEFT ELEVATION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

ZEFERINA PACHECO
1917 LOMA VERDE STREET SAN JUAN, TX

TOTAL AREA
992 SQ. FT.

A1.3



1 ELECTRICAL PLAN
3/16" = 1'-0"

ELECTRICAL LEGEND

WH	WATER HEATER
	DUPLEX ELECTRICAL RECEPT.
220V	220v DUPLEX ELECTRICAL RECEPTACLE
GFI	GROUND FAULT CIRCUIT INTERRUPTER
	BATHROOM EXHAUST FAN
	LIGHT FIXTURE
	LIGHT SWITCH
T	THERMOSTAT
	SMOKE DETECTOR

URBAN COUNTY PROGRAM

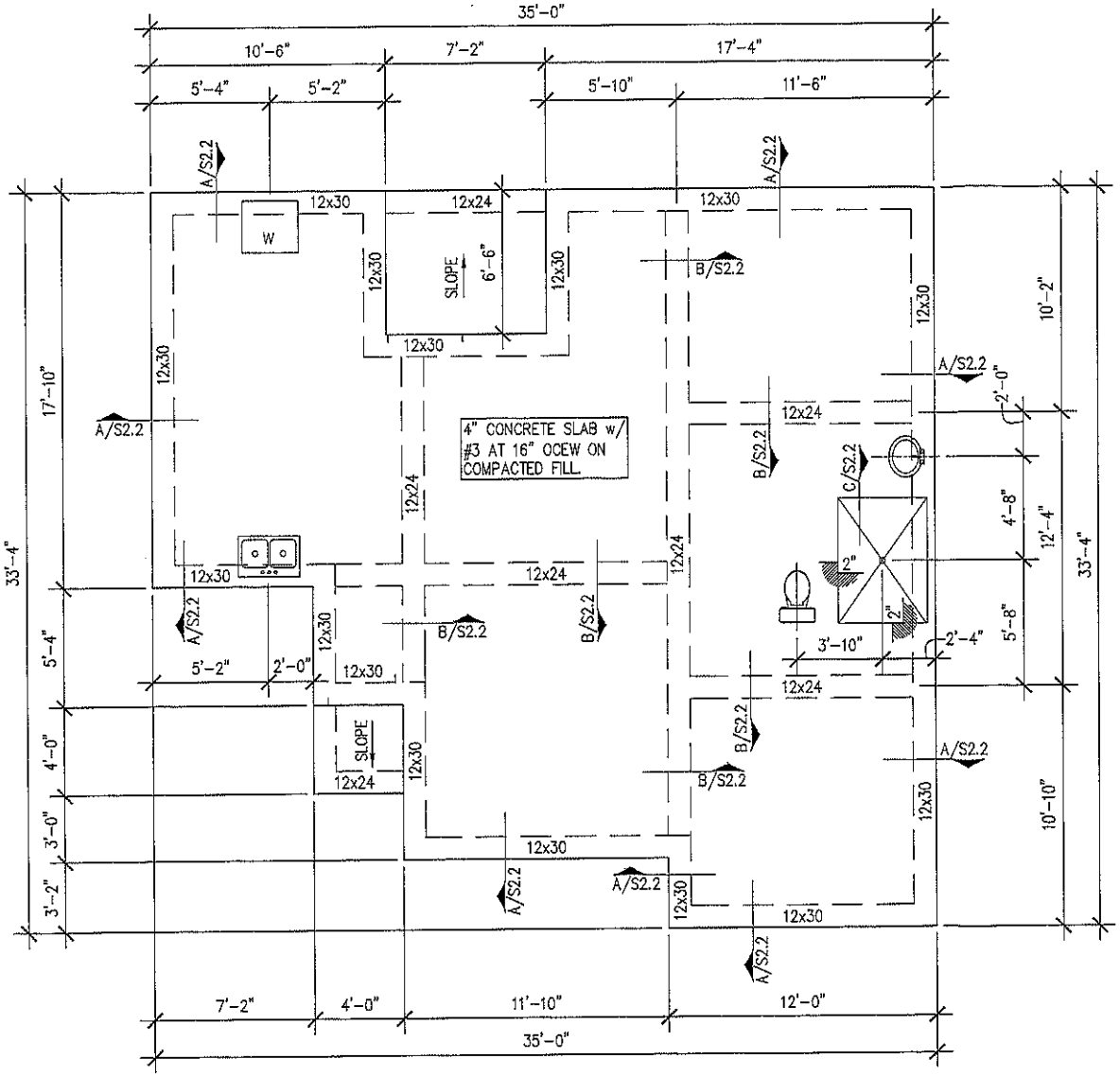
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

E1.1

ZEFERINA PACHECO

1917 LOMA VERDE STREET SAN JUAN, TX

TOTAL AREA
992 SQ. FT.



1 FOUNDATION PLAN

3/16" = 1'-0"

NOTES:

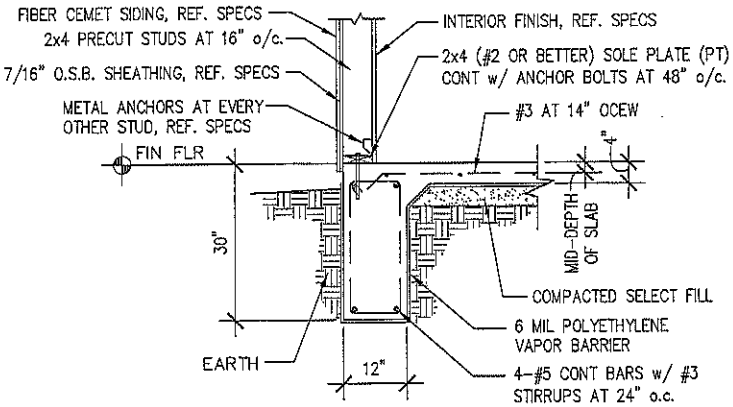
1. 4" THICK SLAB ON GRADE w/ #3 BARS AT 16" O.C.E.W. AT MID-DEPTH OF SLAB OVER 6 MIL. VISQUEEN OVER APPROVED COMPACTED FILL.
2. EXTERIOR GRADE BEAMS TO BE 12"x30" w/ 4-#5 BARS CONT. TOP AND BOTTOM w/ #3 STIRRUPS AT 24" o/c. A MINIMUM OF 6" IN DEPTH TO UNDISTURBED SOIL.
3. INTERIOR GRADE BEAMS TO BE 12"x24" w/ 4-#5 BARS CONT. TOP AND BOTTOM w/ #3 STIRRUPS AT 24" o/c. A MINIMUM OF 6" IN DEPTH TO UNDISTURBED SOIL.
4. CORNER BARS AT ALL CORNERS AND INTERSECTIONS SHALL BE #5 x 2'-0"x2'-0". APPLY 6x6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.
5. INSTALL ANCHOR BOLTS AT PERIMETER AT 48" o/c.
6. USE ONLY COMPACTED SELECT FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB, UNLESS OTHERWISE NOTED.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

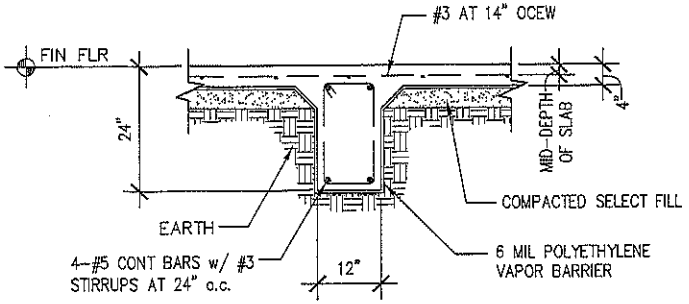
TOTAL AREA
992 SQ. FT.

ZEFERINA PACHECO
1917 LOMA VERDE STREET SAN JUAN, TX

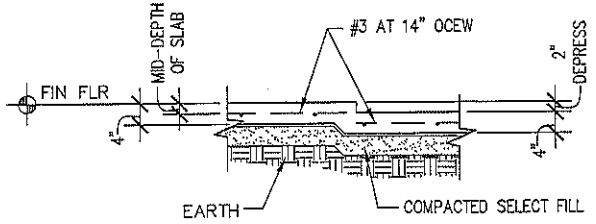
S2.1



A-EXTERIOR BEAM



B-INTERIOR BEAM



C-SHOWER DEPRESS

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
992 SQ. FT.

ZEFERINA PACHECO
1917 LOMA VERDE STREET SAN JUAN, TX

S2.2

AH# 956-510-6977 Janie
956-4H-0284 Gloria

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) ZEFERINA PACHECO CASE NO.: SJ#75-17-03 DATE: 5/5/17 ADDRESS: 1917 LOMA VERDE STREET SAN JUAN, TX PHONE: 956-569-3863 BY: ROBERT CAVAZOS

1. FOUNDATION WORK:

BUILD A NEW SLAB ON GRADE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT. PROVIDE A MIN. OF 12 X 25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"X4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"X6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" PLYWOOD SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE.
ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.
ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF: (SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.** (need a combined R-30 & R-19 to meet requirement)
- HAVE RULER INSTALLED FOR EVER 300 SQUARE FEET BEFORE FRAMING AND ROUGH-IN INSPECTION IS SCHEDULED.
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER SHALL BE INSULATED.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100. (2 COLOR CHOICE MIN).

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.
INSTALL 7/16" O.S.B. TO THE ENTIRE PERIMETER OF THE HOUSE AS PER MANUFACTURER'S SPECIFICATIONS. REFERENCE DETAIL.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN. KEEP LABELS ON WINDOWS UNTIL FINAL INSPECTION HAS BEEN CLEARED.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE** IN QUALITY TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS, INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS
BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

*PROVIDE & INSTALL A 16 SEER CENTRAL AIR CONDITIONING **COMPARABLE IN QUALITY** TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOU'RE BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING SIDEWALKS, DRIVEWAYS, AND UTILITY LINES DURING DEMOLITION.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE FOUNDATION PAD.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23. GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE PRIOR TO THE START OF CONSTRUCTION. FINES WILL BE ENFORCED.
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OWNER (S) ZEFERINA PACHECO CASE NO.: SJ#75-17-03 DATE: 5/5/17 ADDRESS: 1917 LOMA VERDE STREET SAN JUAN, TX PHONE: 956-569-3863 BY: ROBERT CAVAZOS

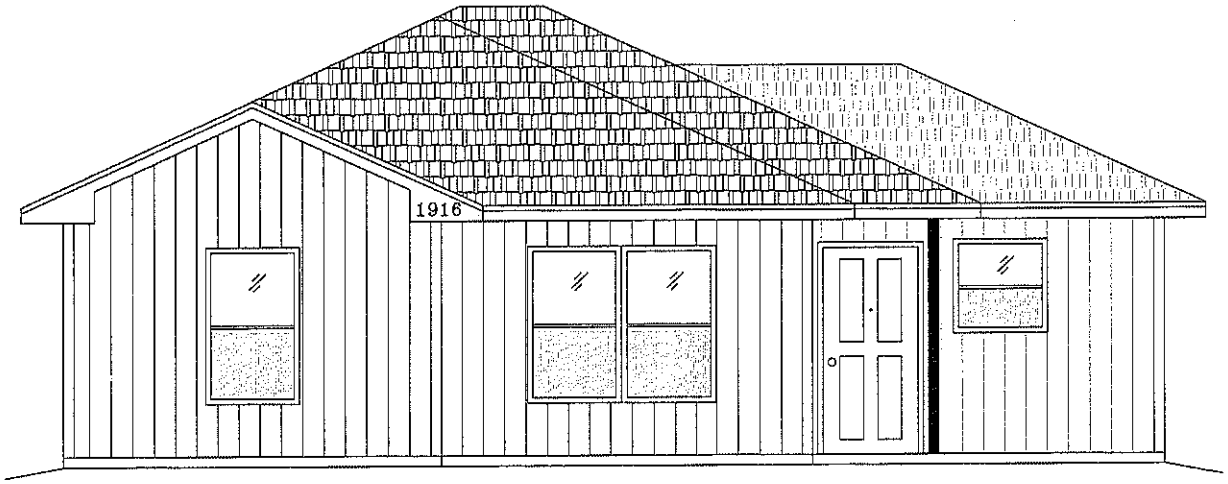
I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Zeferina Pacheco

NAME OF APPLICANT

NAME OF CO-APPLICANT

MENDOZA RESIDENCE



MANUELA MENDOZA
1916 COUGAR STREET
SAN JUAN, TEXAS 78589
CELL: 956-414-4471

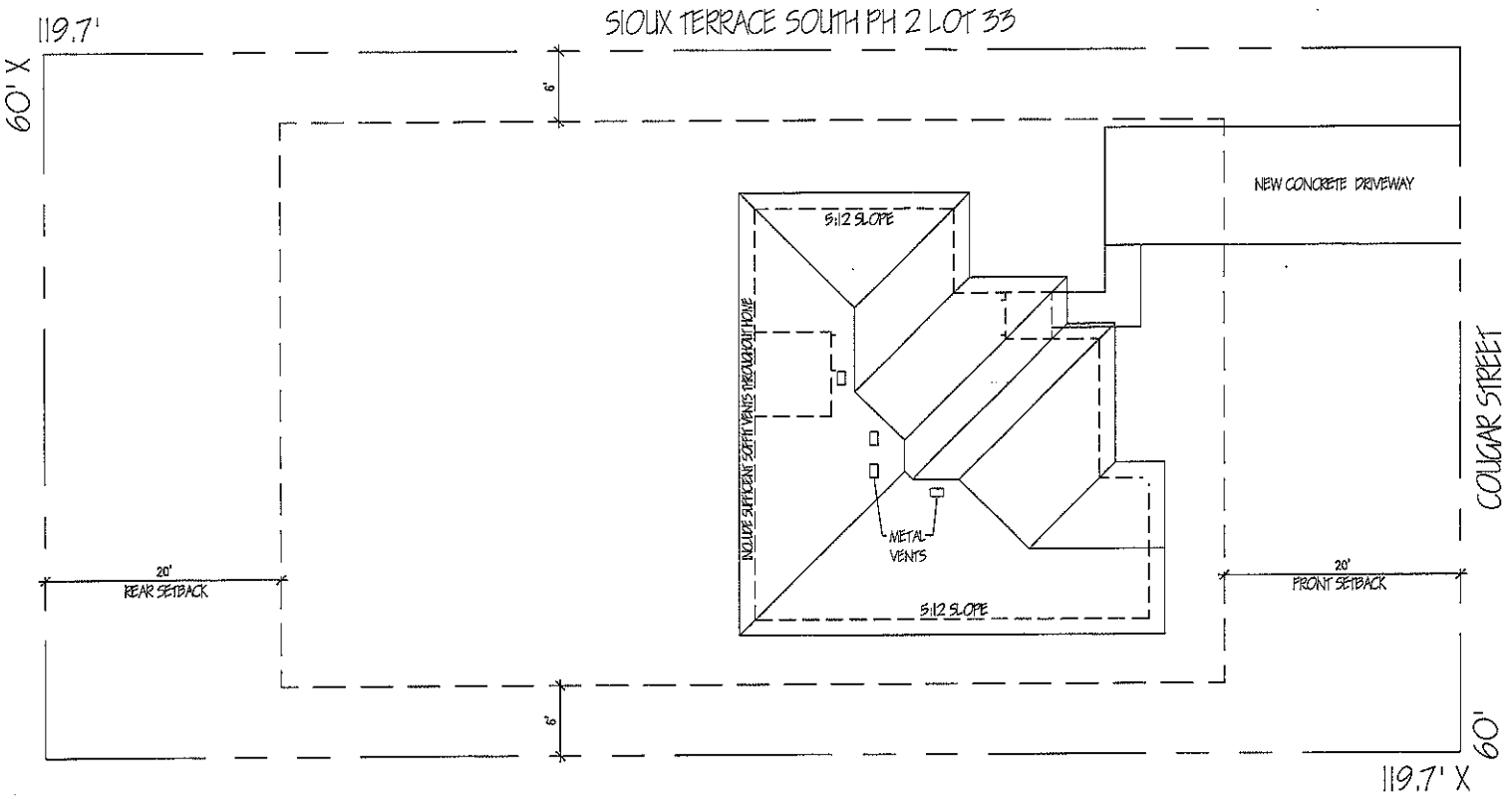
URBAN COUNTY PROGRAM
427 E. DURANTA STE 107- ALAMO
(956) 787-8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MANUELA MENDOZA
1916 COUGAR STREET, SAN JUAN TX

TOTAL AREA
966 SQ. FT.

C1.0



1 ROOF/PLOT PLAN

NOTE:

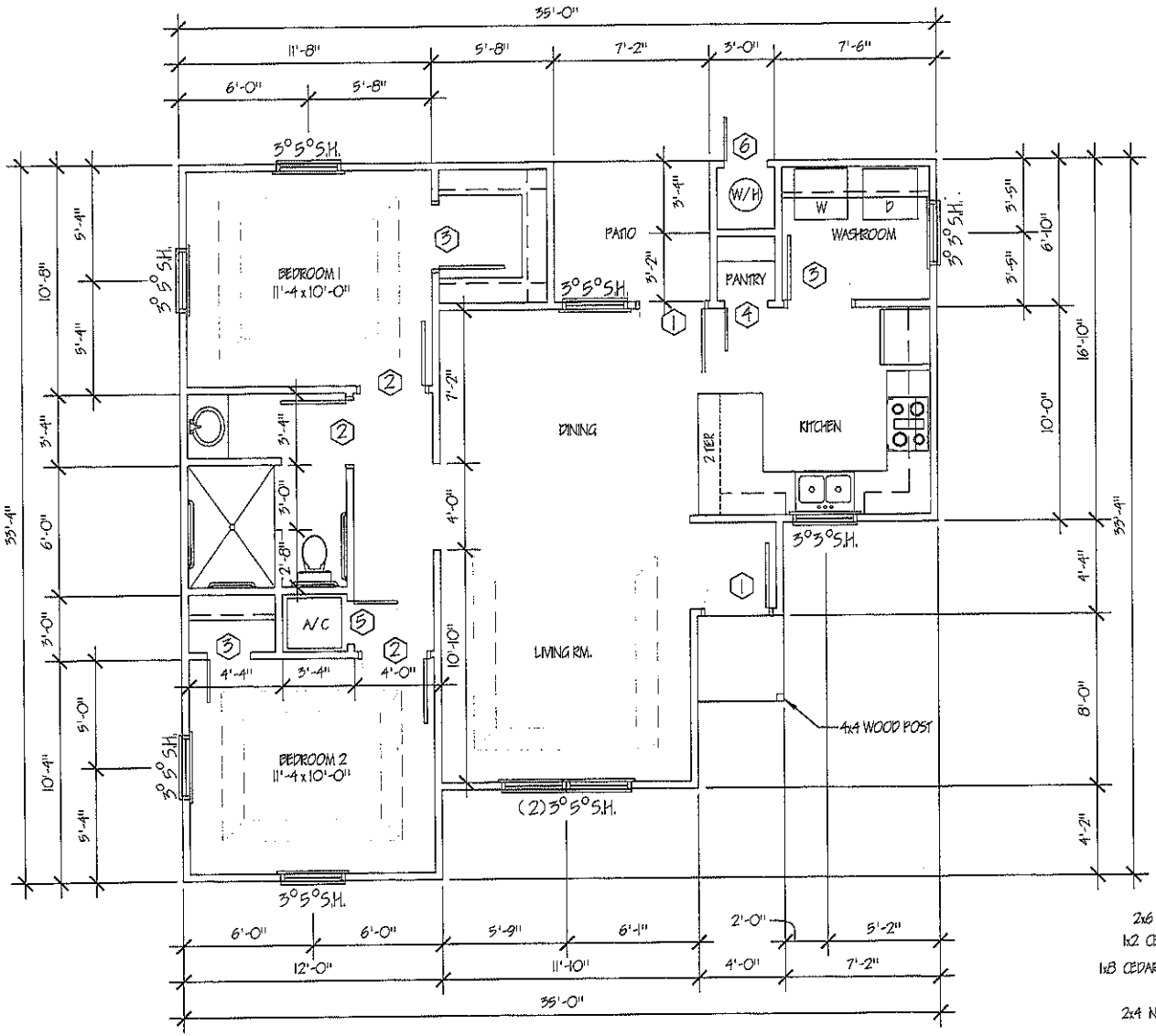
1. Please verify with city/ county on setbacks and for any requirements requarding sidewalk, driveway, landscaping, and any other obligations as per city regulations/ ordinances.
2. It is the responsibility of the Contractor to locate the rods and string the property. To avoid any problems it is now requred and the responsibility of the Contractor to order a property survey by a professional engineer.
3. Any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk.
4. Provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter. In addition, remember to replace septic tank if needed and is more than 10 yrs old.

TOTAL AREA
966 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MANUELA MENDOZA
1916 COUGAR STREET, SAN JUAN TX

AS1.1



1 FLOOR PLAN
3/16" = 1'-0"

SQUARE FOOTAGE

LIVING AREA	904
PORCH/ PATIO	62
TOTAL SQ. FT.	966

DOOR SCEDULE

DR.#	TASK	SIZ X 6 8	TYPE	LOCKS
-	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3°0	METAL W/ LOW PROFILE THRSHLD.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	3°0	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	2°8	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	2°0	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	2°0 x 4°0	HOLLOW CORE	A/C CLOSET PASSAGE
6	INSTALL NEW UNIT	2°0	HOLLOW METAL	LOCK W/ DEADBOLT

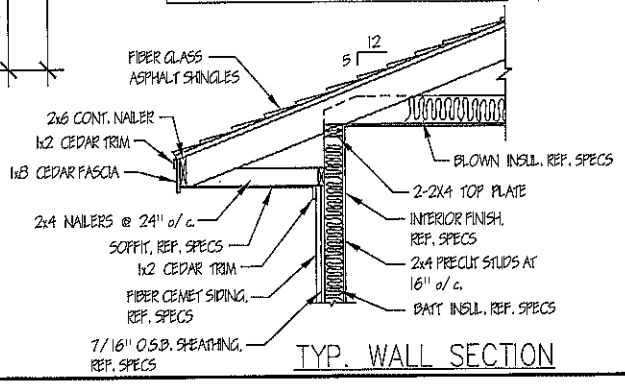
GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE / SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 14" FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-CLIENT IS REQUESTING CONNECTIOS FOR A GAS (ELECTRIC STOVE)
-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:
SW 6099 (wall) SW 6102 (trim)

INTERIOR COLOR CHOICES TO BE OR MATCH:
SW 6105 (wall) SW 7006 (trim)

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 10th DAY OF May 2016
Manuela Mendoza



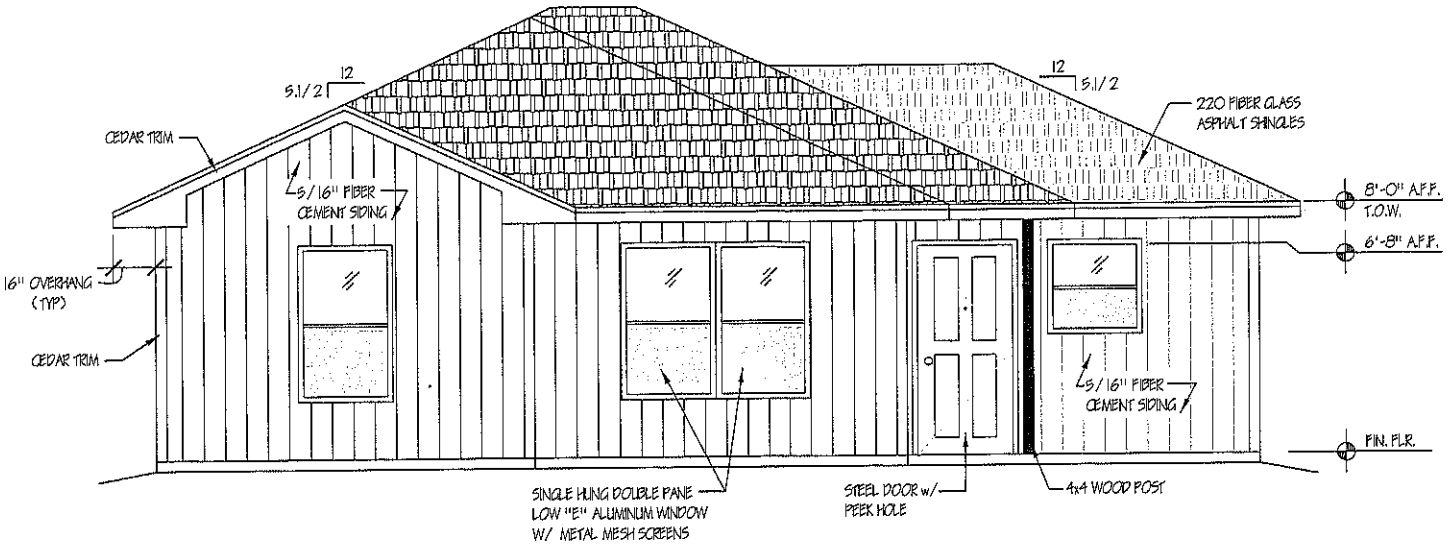
TYP. WALL SECTION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

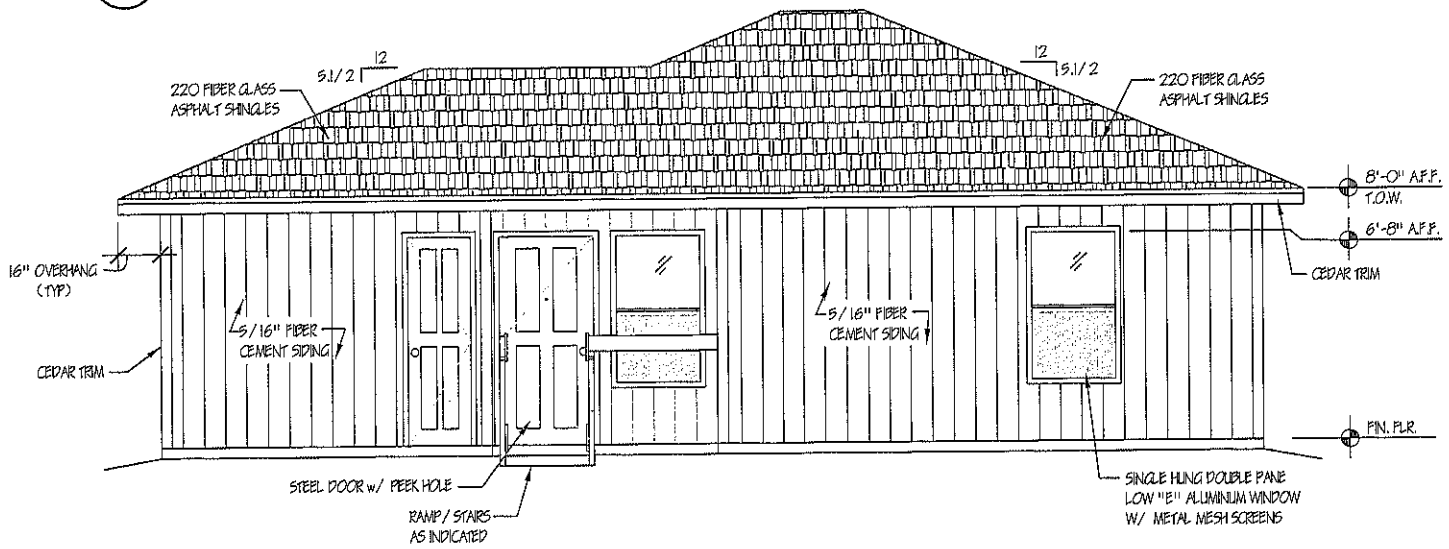
MANUELA MENDOZA
1916 COUGAR STREET, SAN JUAN TX

TOTAL AREA
966 SQ. FT.

A1.1



1 FRONT ELEVATION



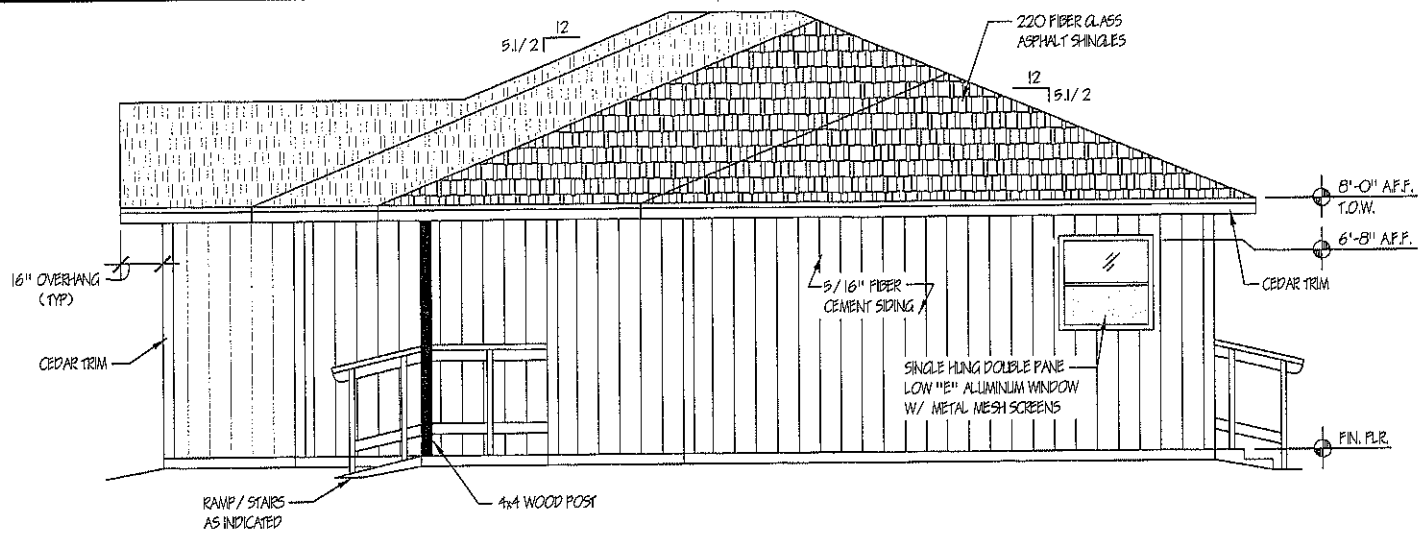
2 BACK ELEVATION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

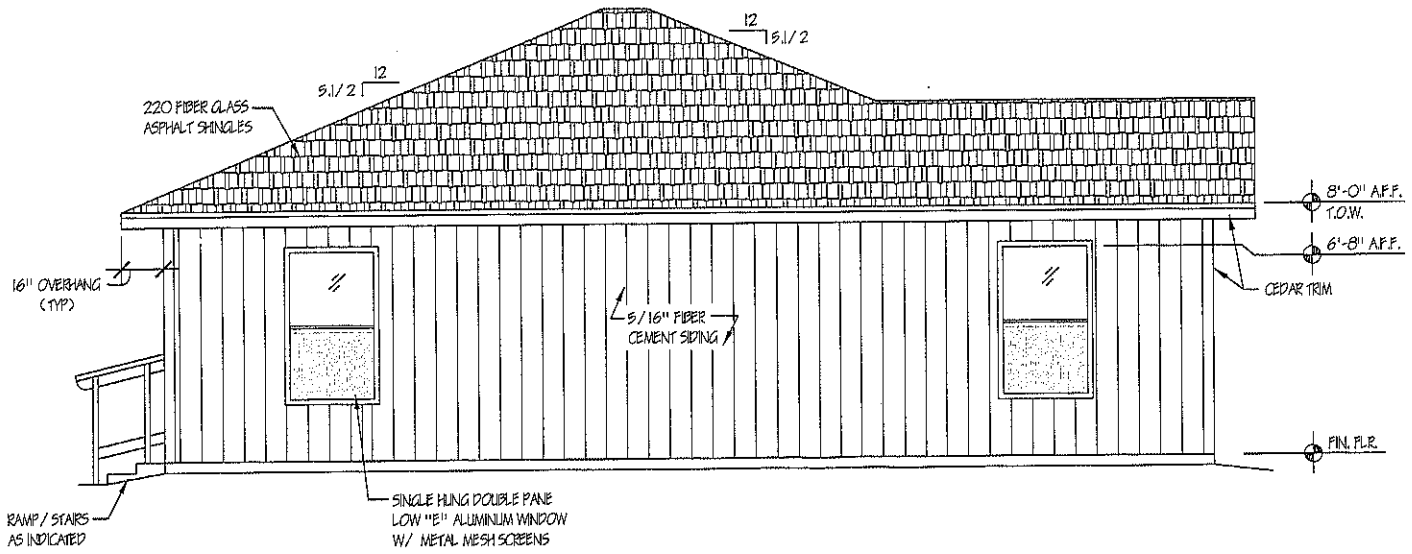
TOTAL AREA
966 SQ. FT.

MANUELA MENDOZA
1916 COUGAR STREET, SAN JUAN TX

A1.2



1 RIGHT ELEVATION



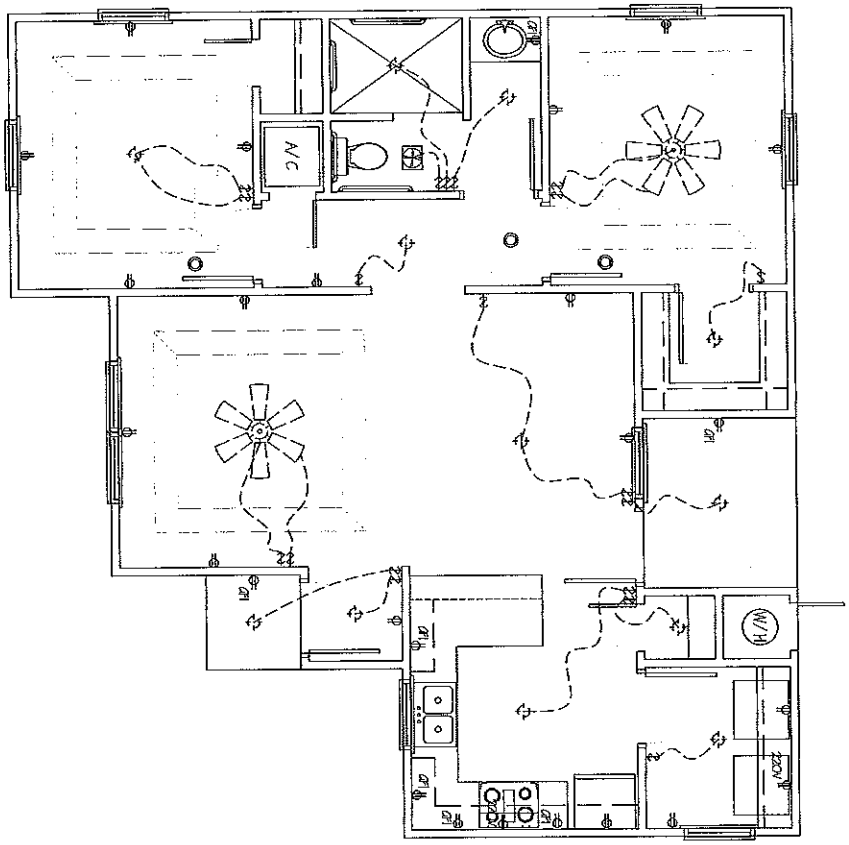
2 LEFT ELEVATION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MANUELA MENDOZA
1916 COUGAR STREET, SAN JUAN TX

TOTAL AREA
966 SQ. FT.

A1.3



1 ELECTRICAL PLAN
3/16" = 1'-0"

ELECTRICAL LEGEND

WH WATER HEATER	LIGHT FIXTURE
DUPLEX ELECTRICAL RECEPT.	LIGHT SWITCH
220V 220V DUPLEX ELECTRICAL RECEPTACLE	THERMOSTAT
GFI GROUND FAULT CIRCUIT INTERRUPTER	SMOKE DETECTOR
BATHROOM EXHAUST FAN	

URBAN COUNTY PROGRAM

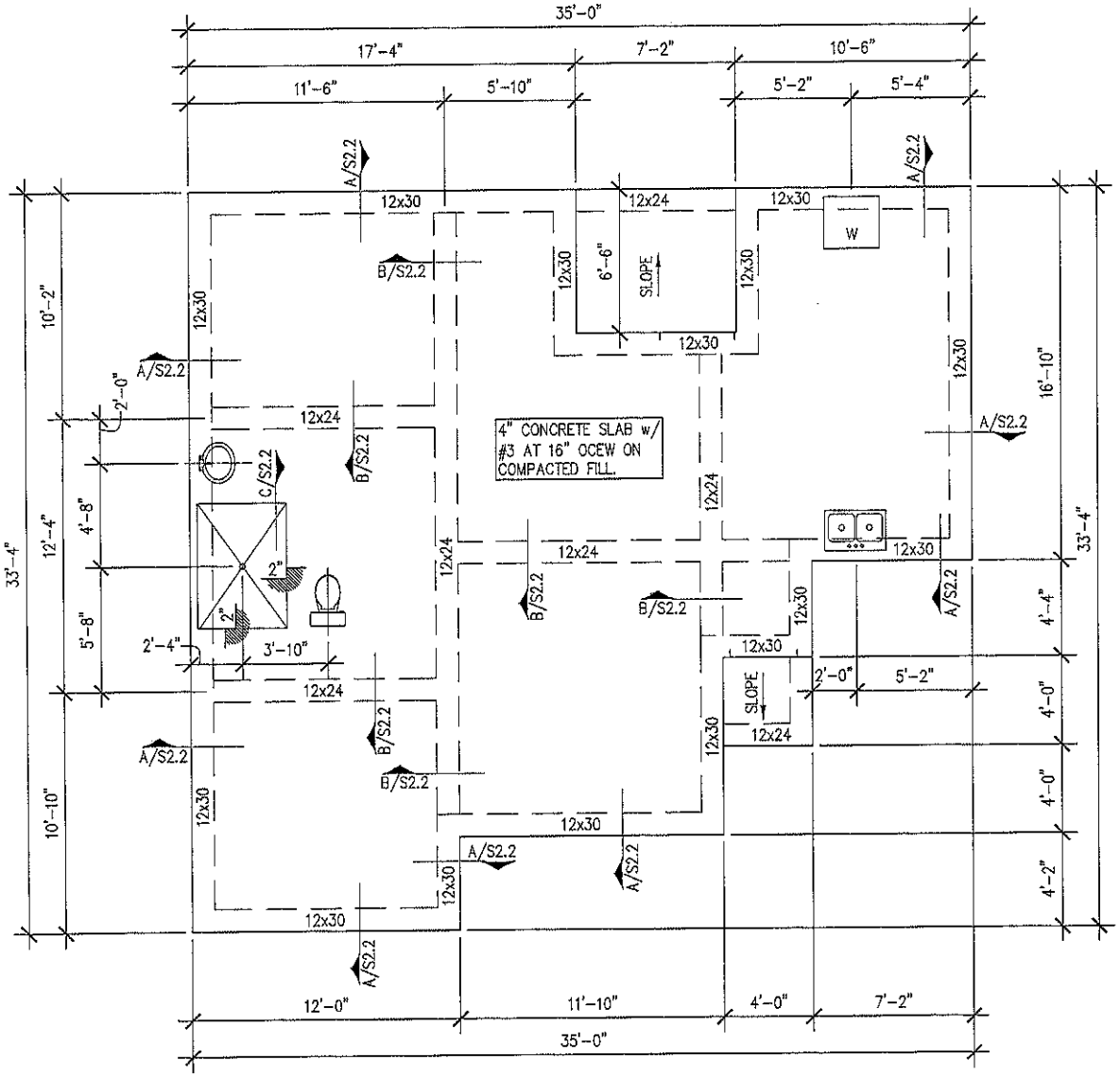
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

E1.1

MANUELA MENDOZA

1916 COUGAR STREET, SAN JUAN TX

TOTAL AREA
966 SQ. FT.



1 FOUNDATION PLAN

3/16" = 1'-0"

NOTES:

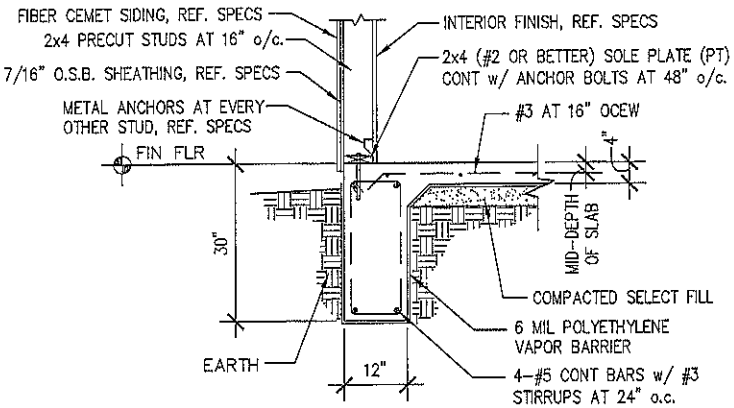
1. 4" THICK SLAB ON GRADE w/ #3 BARS AT 16" O.C.E.W. AT MID-DEPTH OF SLAB OVER 6 MIL. VISQUEEN OVER APPROVED COMPACTED FILL.
2. EXTERIOR GRADE BEAMS TO BE 12"x30" w/ 4-#5 BARS CONT. TOP AND BOTTOM w/ #3 STIRRUPS AT 24" o/c. A MINIMUM OF 6" IN DEPTH TO UNDISTURBED SOIL.
3. INTERIOR GRADE BEAMS TO BE 12"x24" w/ 4-#5 BARS CONT. TOP AND BOTTOM w/ #3 STIRRUPS AT 24" o/c. A MINIMUM OF 6" IN DEPTH TO UNDISTURBED SOIL.
4. CORNER BARS AT ALL CORNERS AND INTERSECTIONS SHALL BE #5 x 2'-0"x2'-0". APPLY 6x6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.
5. INSTALL ANCHOR BOLTS AT PERIMETER AT 48" o/c.
6. USE ONLY COMPACTED SELECT FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB, UNLESS OTHERWISE NOTED.

TOTAL AREA
966 SQ. FT.

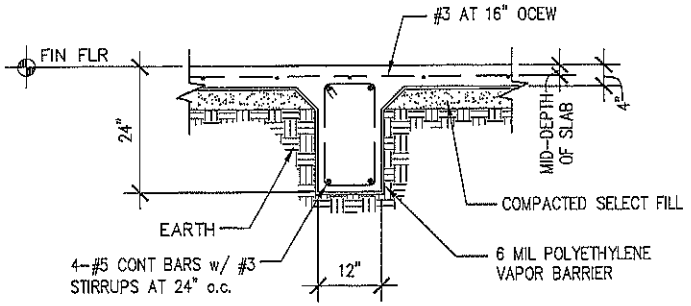
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MANUELA MENDOZA
1916 COUGAR STREET, SAN JUAN TX

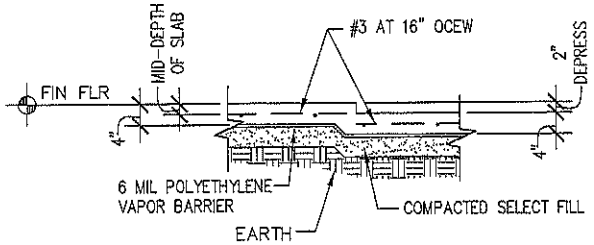
S2.1



A-EXTERIOR BEAM



B-INTERIOR BEAM



C-SHOWER DEPRESS

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MANUELA MENDOZA

1916 COUGAR STREET, SAN JUAN TX

TOTAL AREA
966 SQ. FT.

S2.2

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) MANUELA MENDOZA CASE NO.: WE#80-17-02 DATE: 5/4/17 ADDRESS: 1916 COUGAR ST. SAN JUAN TX PHONE: 956-414-4471 BY: ROBERT CAVAZOS

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE. ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=6/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.** (need a combined R-30 & R-19 to meet requirement)
- HAVE RULER INSTALLED FOR EVER 300 SQUARE FEET BEFORE FRAMING AND ROUGH-IN INSPECTION IS SCHEDULED.
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.

*ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS.** ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).*

8. EXTERIOR FINISH:

*PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100.** (2 COLOR CHOICE MIN).*

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

INSTALL 7/16" O.S.B. AS PER MANUFACTURER'S SPECIFICATIONS. REFERENCE DETAIL.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN. KEEP LABELS ON WINDOWS UNTIL FINAL INSPECTION HAS BEEN CLEARED.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW **$120.00** FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS, INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS

BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

*PROVIDE & INSTALL A 16 SEER CENTRAL AIR CONDITIONING **COMPARABLE IN QUALITY** TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOU'RE BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6' OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23. GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS ***(demo to final inspection)***
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

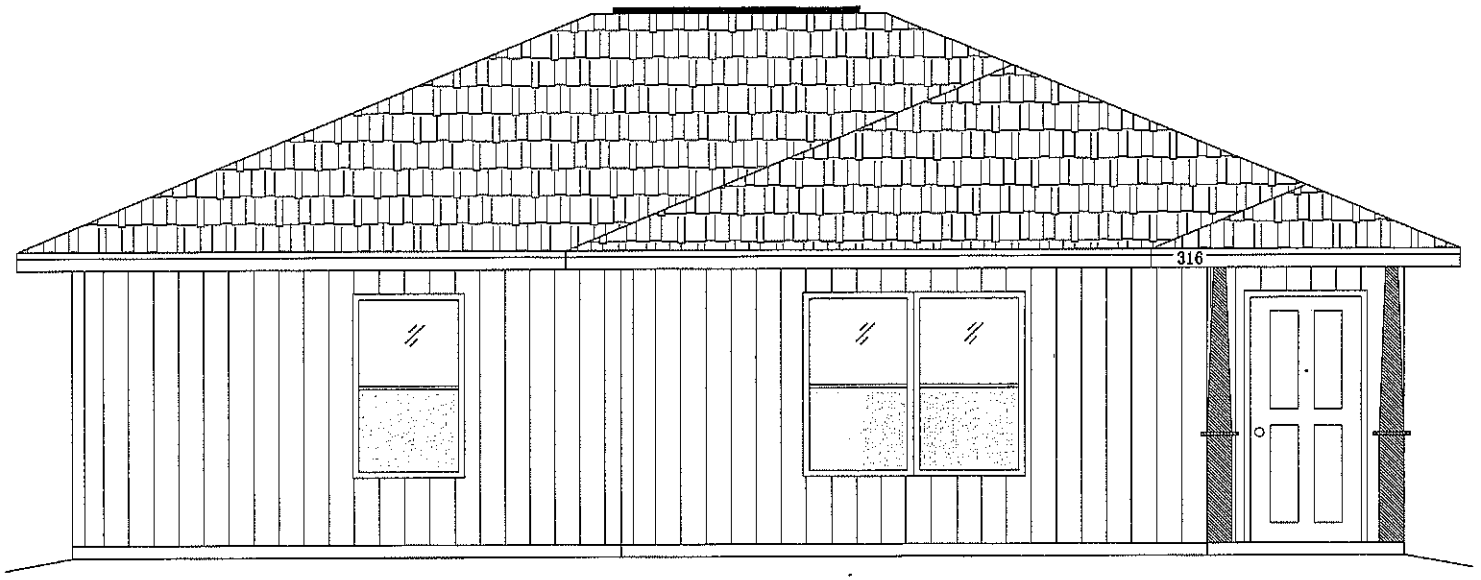
I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Manuela Mendoza

NAME OF APPLICANT

NAME OF CO-APPLICANT

ESPINOZA RESIDENCE



HUMBERTO & MARIA ESPINOZA
316 E. GARDENIA
HIDALGO, TX. 78557
(956) 560-4029

URBAN COUNTY PROGRAM
427 E. DURANTA STE 107-ALAMO
(956) 787-8127

TOTAL AREA
1064 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

HUMBERTO & MARIA ESPINOZA
316 E. GARDENIA HIDALGO, TX.

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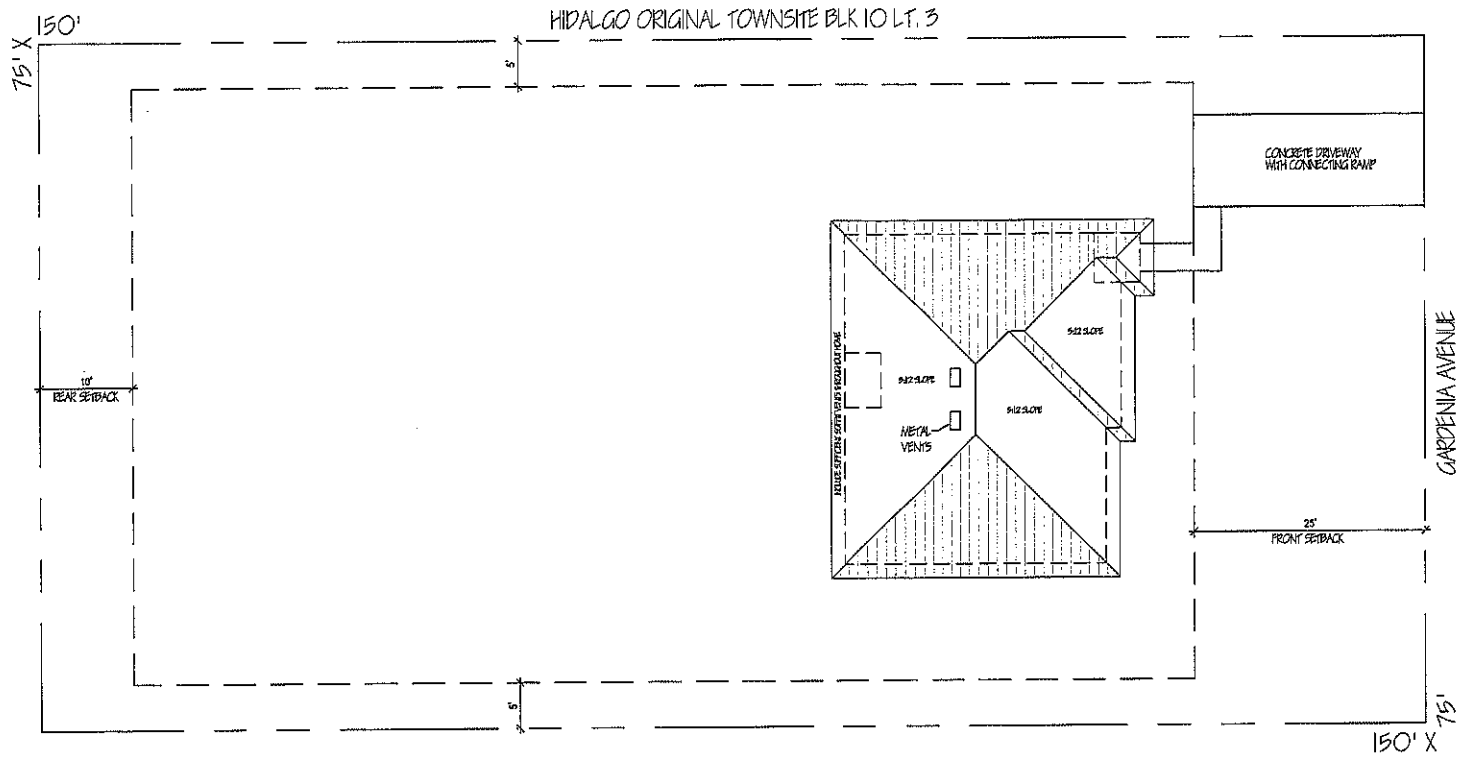

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1 ROOF/PLOT PLAN

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1064 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

HUMBERTO & MARIA ESPINOZA
316 E. GARDENIA HIDALGO, TX.

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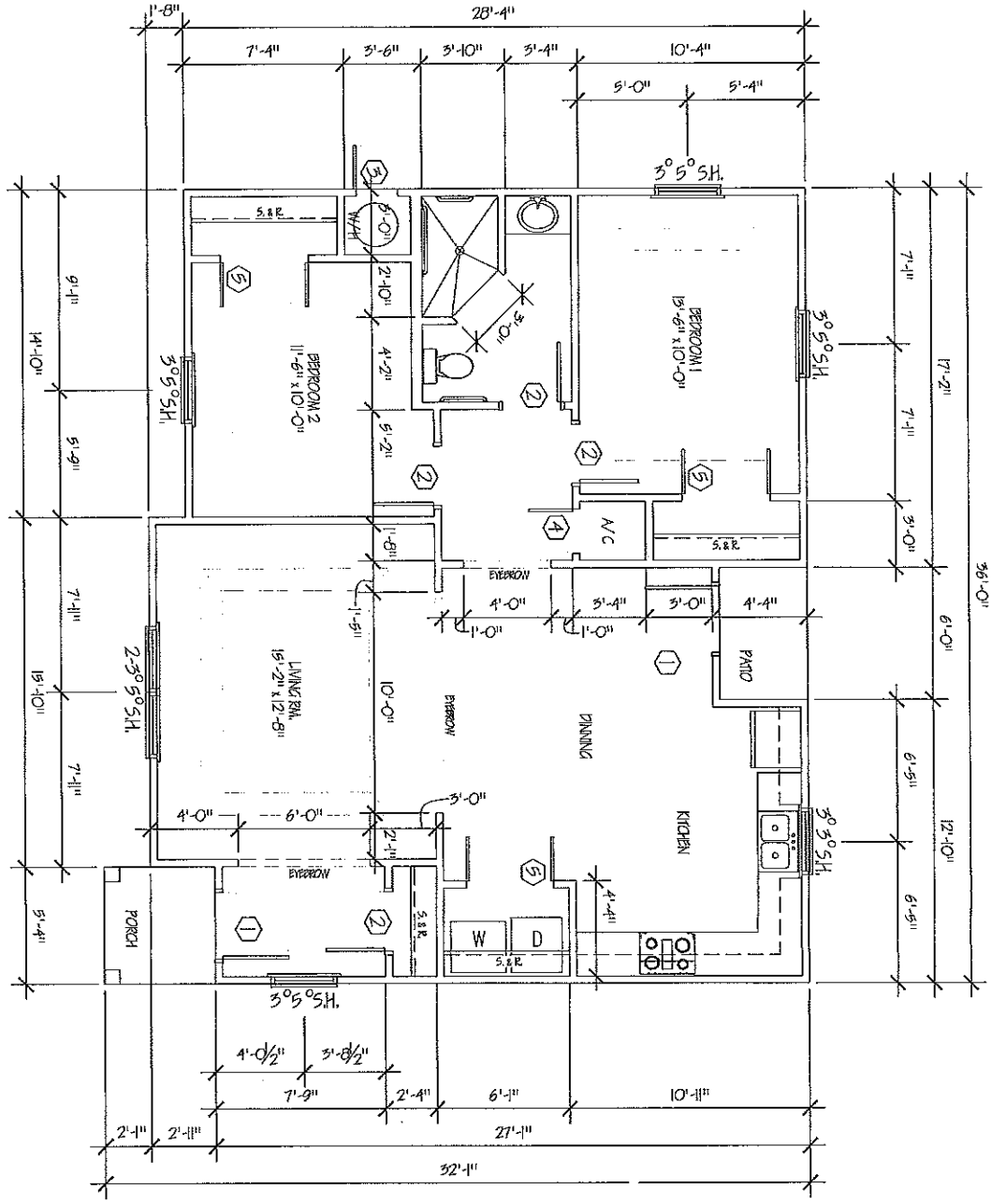

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3/16" = 1'-0"

SQUARE FOOTAGE

LIVING AREA	1015
PORCH/ PATIO	49
TOTAL SQ. FT.	1064

DOOR SCEDULE

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3	INSTALL NEW UNIT	2'0	HOLLOW METAL	LOCK W/ DEADBOLT
4	INSTALL NEW UNIT	2'0	HOLLOW CORE	A/C CLOSET PASSAGE
5	INSTALL NEW UNIT	(2) 2'0	HOLLOW CORE	PASSAGE

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE / SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 11" FROM PORCH FLOOR.
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-CLIENT IS REQUESTING CONNECTIONS FOR A GAS/ ELECTRIC STOVE.
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EXTERIOR COLOR CHOICES TO BE OR MATCH: Sw 6454
and Sw 6454
INTERIOR COLOR CHOICES TO BE OR MATCH: Sw 7008
and Sw 6454

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 10th DAY OF May 2016

Humberto Espinoza

Maria Espinoza

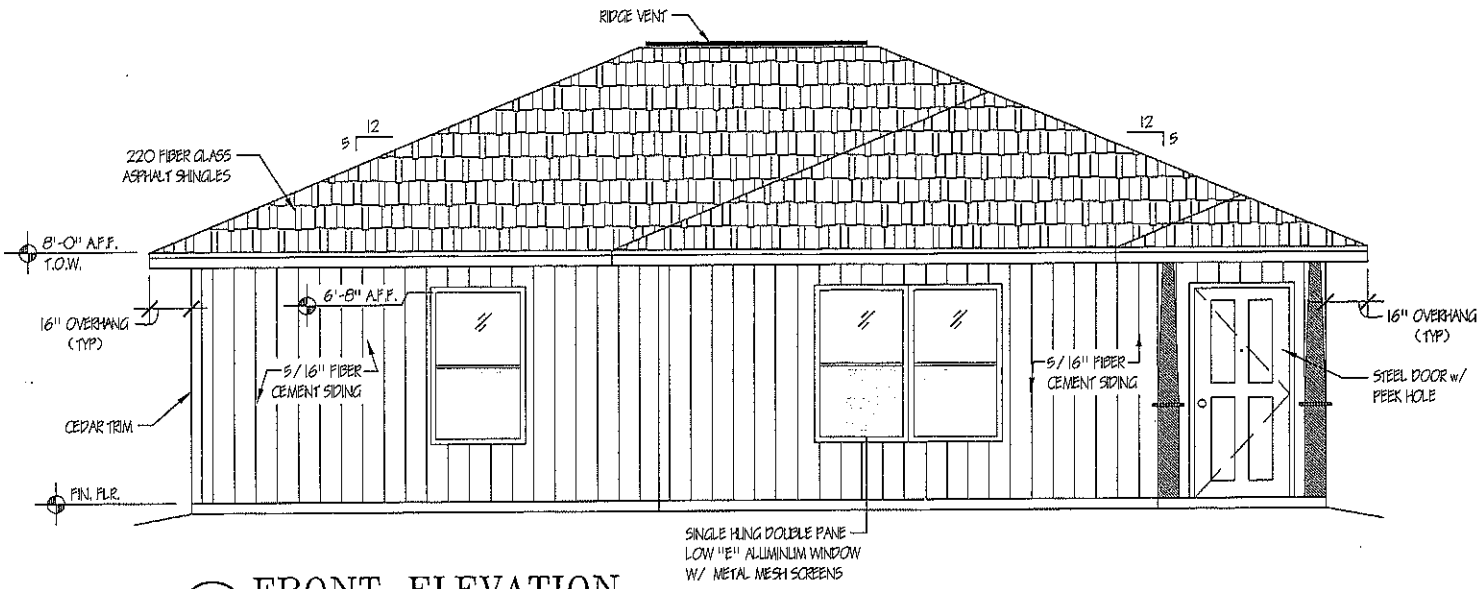
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

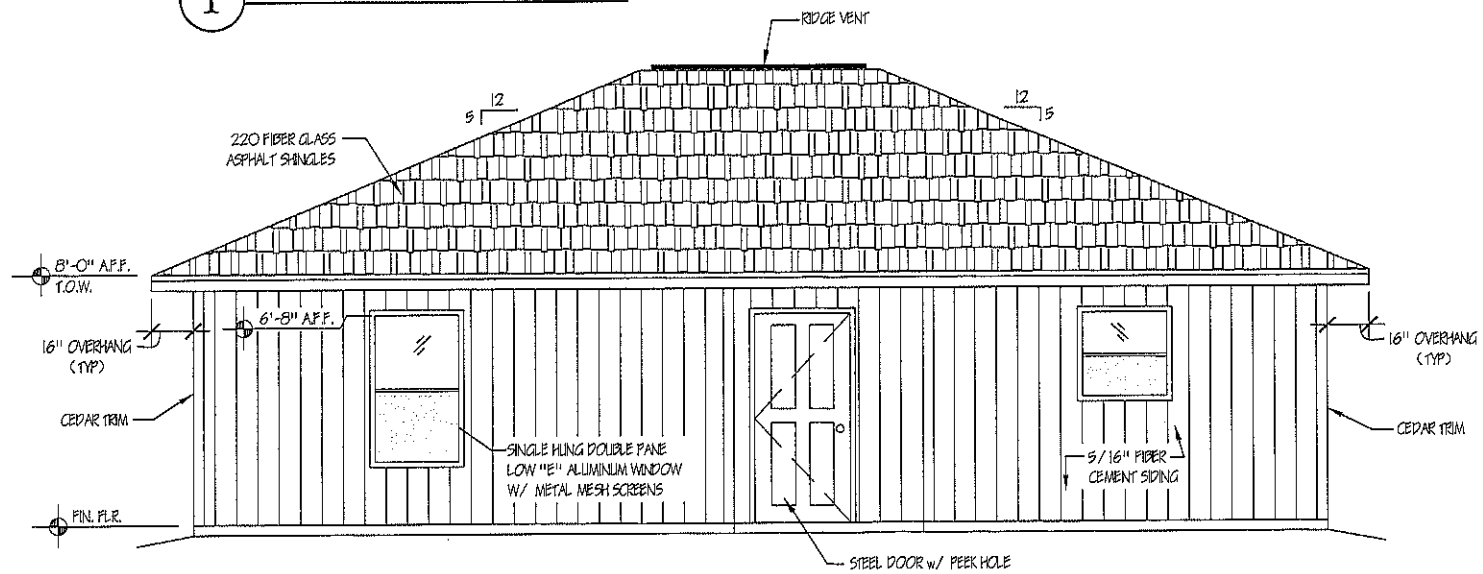
A1.1

HUMBERTO & MARIA ESPINOZA
316 E. GARDENIA HIDALGO, TX.

TOTAL AREA
1064 SQ. FT.



1 FRONT ELEVATION



2 BACK ELEVATION

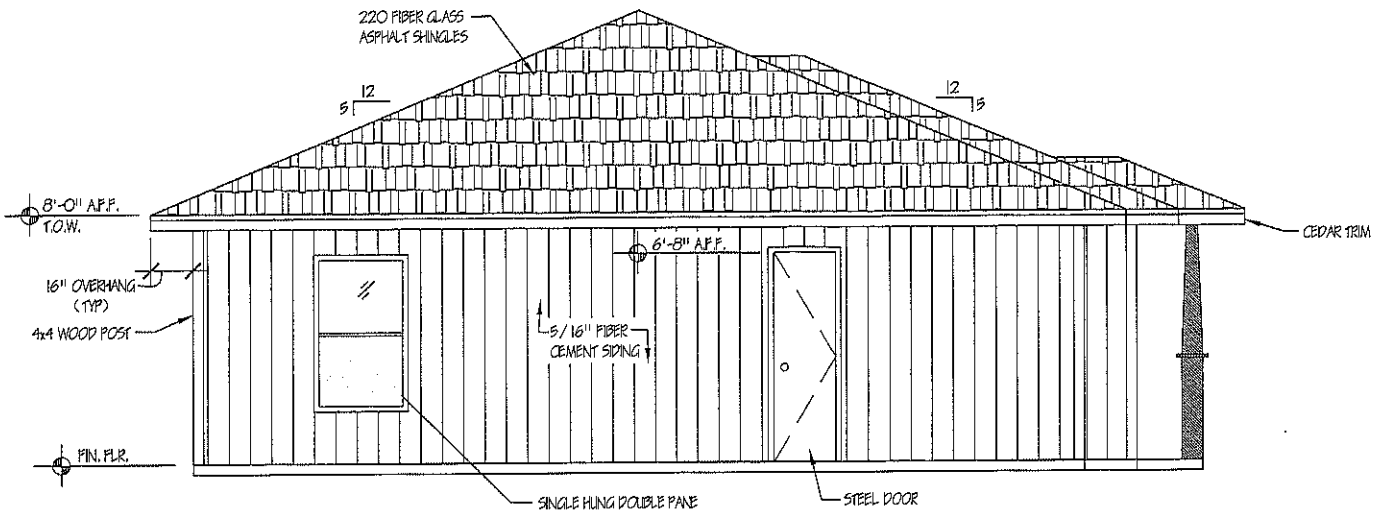
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

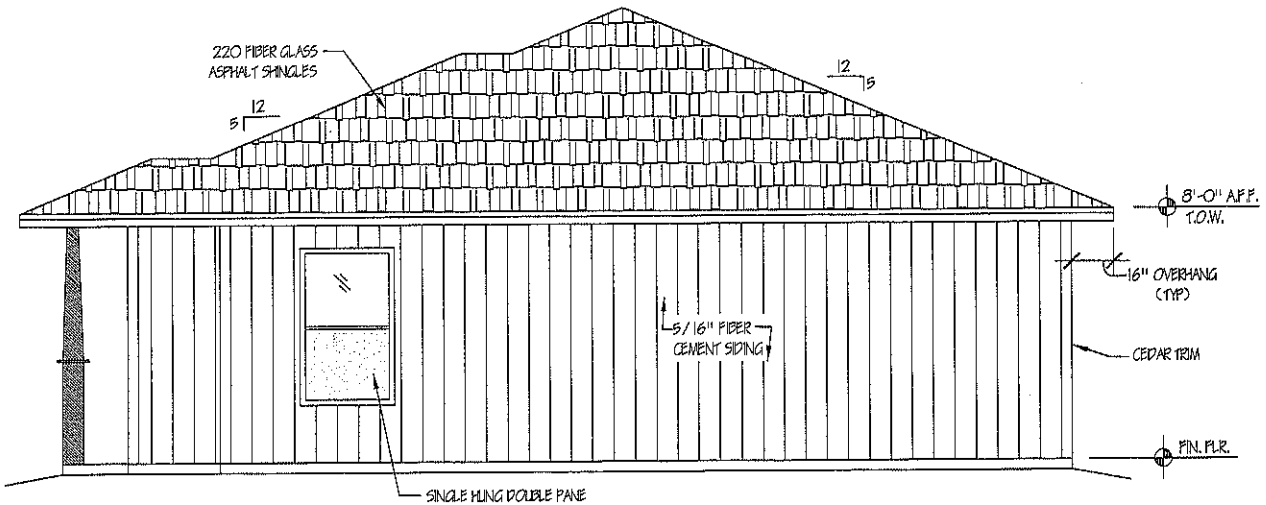
TOTAL AREA
1064 SQ. FT.

HUMBERTO & MARIA ESPINOZA
316 E. GARDENIA HIDALGO, TX.

A1.2



1 RIGHT ELEVATION



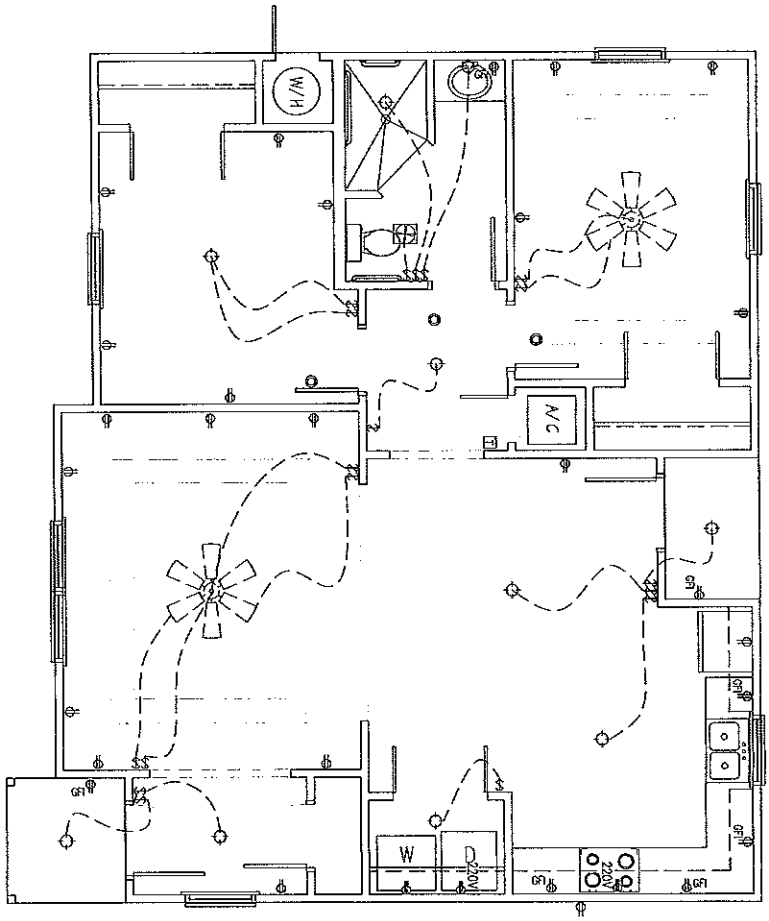
2 LEFT ELEVATION

TOTAL AREA
1064 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

HUMBERTO & MARIA ESPINOZA
316 E. GARDENIA HIDALGO, TX.

A1.3



1 ELECTRICAL PLAN

3/16" = 1'-0"

ELECTRICAL LEGEND

WH WATER HEATER	LIGHT FIXTURE
DUPLEX ELECTRICAL RECEPT.	$ LIGHT SWITCH
220V 220v DUPLEX ELECTRICAL RECEPTACLE	T THERMOSTAT
GFI GROUND FAULT CIRCUIT INTERRUPTER	SMOKE DETECTOR
BATHROOM EXHAUST FAN	

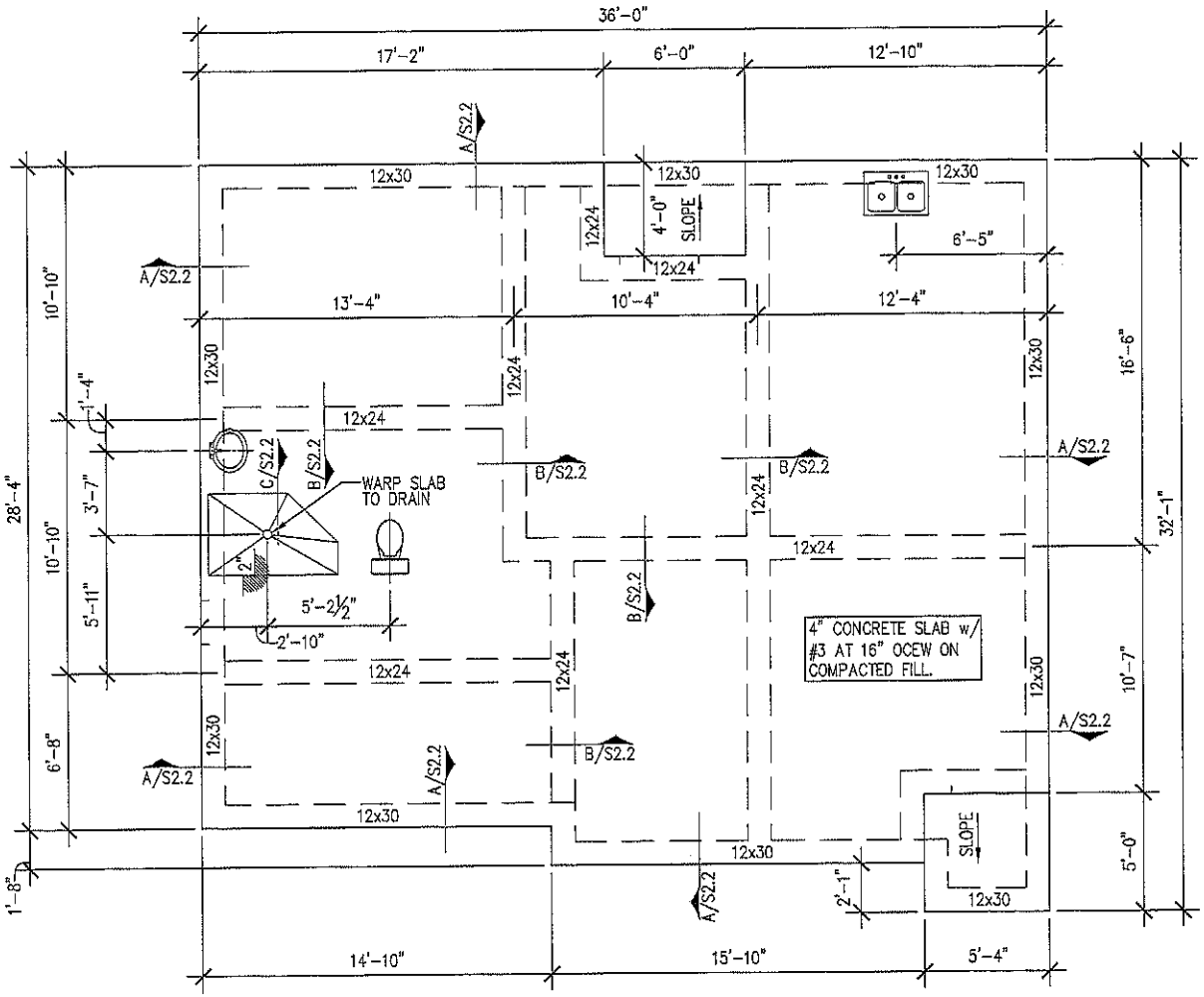
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

E1.1

HUMBERTO & MARIA ESPINOZA
316 E. GARDENIA HIDALGO, TX.

TOTAL AREA
1064 SQ. FT.



1 FOUNDATION PLAN

3/16" = 1'-0"

NOTES:

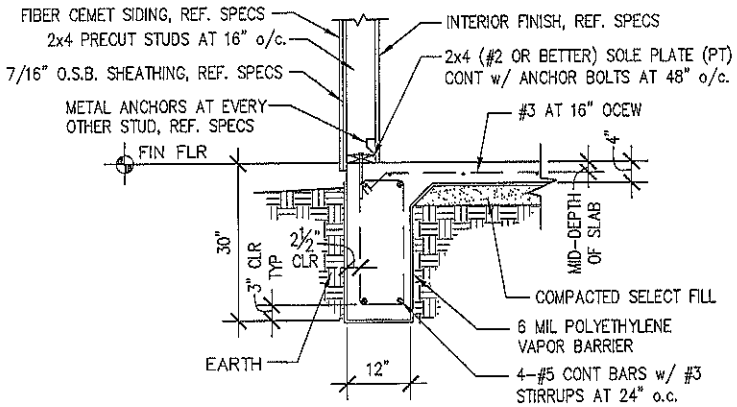
1. 4" THICK SLAB ON GRADE w/ #3 BARS AT 16" O.C.E.W. AT MID-DEPTH OF SLAB OVER 6 MIL. VISQUEEN OVER APPROVED COMPACTED FILL.
2. EXTERIOR GRADE BEAMS TO BE 12"x30" w/ 4-#5 BARS CONT. TOP AND BOTTOM w/ #3 STIRRUPS AT 24" o/c. A MINIMUM OF 6" IN DEPTH TO UNDISTURBED SOIL.
3. INTERIOR GRADE BEAMS TO BE 12"x24" w/ 4-#5 BARS CONT. TOP AND BOTTOM w/ #3 STIRRUPS AT 24" o/c. A MINIMUM OF 6" IN DEPTH TO UNDISTURBED SOIL.
4. CORNER BARS AT ALL CORNERS AND INTERSECTIONS SHALL BE #5 x 2'-0"x2'-0". APPLY 6x6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.
5. INSTALL ANCHOR BOLTS AT PERIMETER AT 48" o/c.
6. USE ONLY COMPACTED SELECT FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB, UNLESS OTHERWISE NOTED.

TOTAL AREA
1064 SQ. FT.

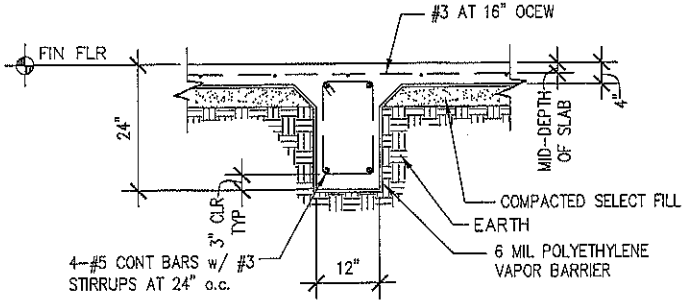
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

HUMBERTO & MARIA ESPINOZA
316 E. GARDENIA HIDALGO, TX.

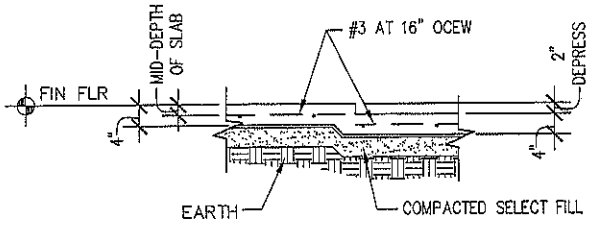
S2.1



A-EXTERIOR BEAM



B-INTERIOR BEAM



C-SHOWER DEPRESS

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
1064 SQ. FT.

HUMBERTO & MARIA ESPINOZA
316 E. GARDENIA HIDALGO, TX.

S2.2

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) HUMBERTO & MARIA ESPINOZA CASE NO.: # 3364 DATE: 5/3/17 ADDRESS: 316 E. GARDENIA AVE. HIDALGO, TX PHONE: 956-560-4029 BY: ROBERT CAVAZOS

1. FOUNDATION WORK:

BUILD A NEW SLAB ON GRADE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT. PROVIDE A MIN. OF 12 X 25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" PLYWOOD SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE. ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF: (SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.** (need a combined R-30 & R-19 to meet requirement)
- HAVE RULER INSTALLED FOR EVER 300 SQUARE FEET BEFORE FRAMING AND ROUGH-IN INSPECTION IS SCHEDULED.
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER SHALL BE INSULATED.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.

*ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS.** ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).*

8. EXTERIOR FINISH:

*PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100.** (2 COLOR CHOICE MIN).*

9. SIDING:

*THE SIDING SHALL BE 5/16" FIBER CEMENT WITH **ALL CEDAR TRIM TO ENTIRE HOUSE.***

INSTALL 7/16" O.S.B. TO THE ENTIRE PERIMETER OF THE HOUSE AS PER MANUFACTURER'S SPECIFICATIONS. REFERENCE DETAIL.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN. KEEP LABELS ON WINDOWS UNTIL FINAL INSPECTION HAS BEEN CLEARED.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY. SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS, INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS

BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

*PROVIDE & INSTALL A 16 SEER CENTRAL AIR CONDITIONING **COMPARABLE IN QUALITY** TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOU'RE BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING SIDEWALKS, DRIVEWAYS, AND UTILITY LINES DURING DEMOLITION.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE FOUNDATION PAD.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23. GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE PRIOR TO THE START OF CONSTRUCTION. FINES WILL BE ENFORCED.
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS (demo to final inspection) FINES WILL BE ENFORCED.
- SHOWER ENTRANCES TO BE 36" WIDE.
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) HUMBERTO & MARIA ESPINOZA CASE NO.: # 3364 DATE: 5/3/17 ADDRESS: 316 E. GARDENIA AVE. HIDALGO, TX PHONE: 956-560-4029 BY: ROBERT CAVAZOS

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

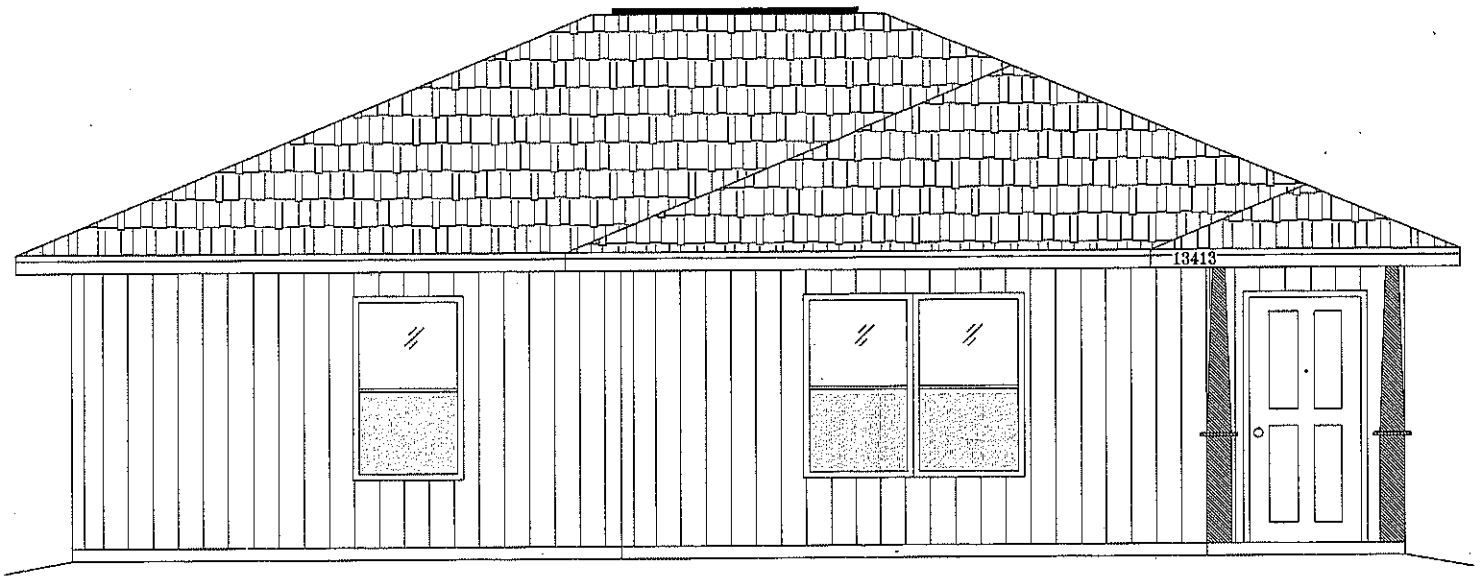
Humberto Espinoza

NAME OF APPLICANT

Maria Espinoza

NAME OF CO-APPLICANT

TREVINO RESIDENCE



RAMON & ANITA TREVINO
2302 PARIS STREET
MISSION, TX. 78573
(956) 360-6840

URBAN COUNTY PROGRAM
427 E. DURANTA STE 107-ALAMO
(956) 787-8127

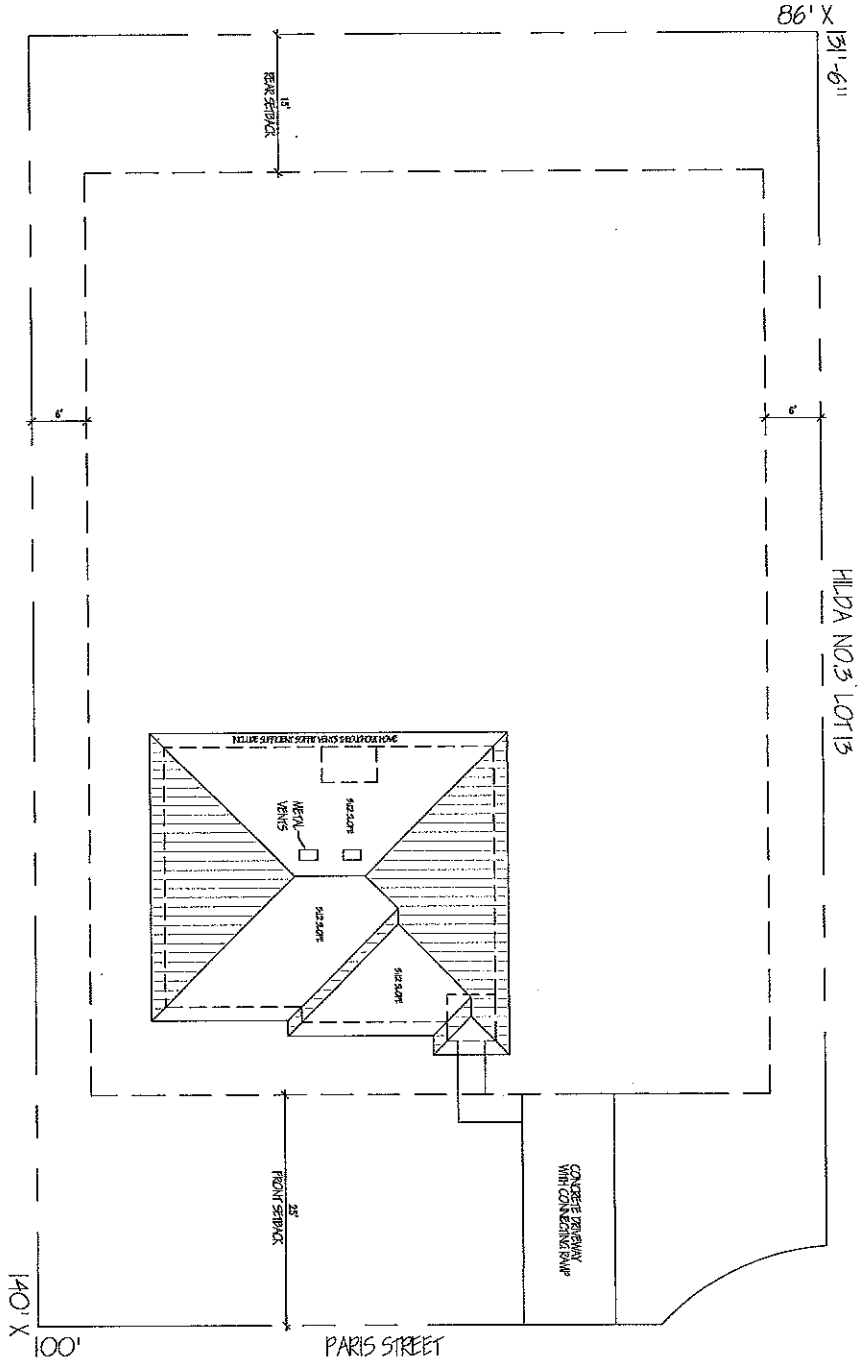
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
1064 SQ. FT.

RAMON & ANITA TREVINO
2302 PARIS STREET MISSION TX.

C1.0

1 ROOF/PLOT PLAN



NOTE:

1. Please verify with city/ county on setbacks and for any requirements regarding sidewalk, driveway, landscaping, and any other obligations as per city regulations/ ordinances.
2. It is the responsibility of the Contractor to locate the roads and string the property, To avoid any problems it is now required and the responsibility of the Contractor to order a property survey by a professional engineer.
3. Any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk.
4. Provide 6" of landscape dirt around house with sufficient areas seed up to 10' of perimeter. In addition, remember to replace septic tank if needed and is more than 10 yrs old.

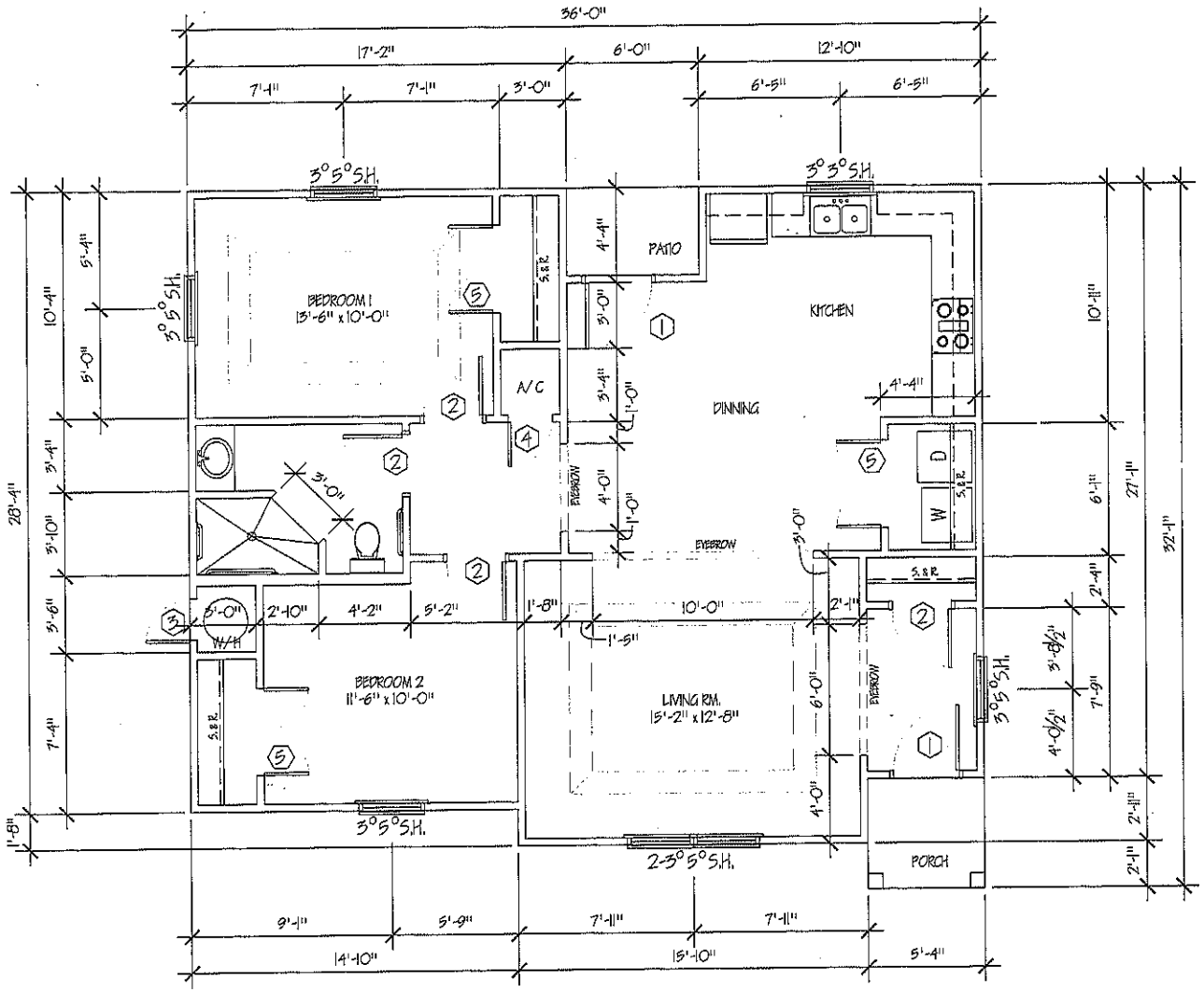
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

AS1.1

RAMON & ANITA TREVINO
2302 PARIS STREET MISSION TX.

TOTAL AREA
1064 SQ. FT.



1 FLOOR PLAN
3/16" = 1'-0"

SQUARE FOOTAGE

LIVING AREA	1015
PORCH/ PATIO	49
TOTAL SQ. FT.	1064

DOOR SCEDULE

DR#	TASK	SZ X 6⁸	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3⁰	METAL W/ LOW PROFILE THESH.D.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	2⁸	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	2⁰	HOLLOW METAL	LOCK W/ DEADBOLT
4	INSTALL NEW UNIT	2⁰	HOLLOW CORE	A/C CLOSET PASSAGE
5	INSTALL NEW UNIT	(2) 2⁰	HOLLOW CORE	PASSAGE

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE/ SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1' FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-CLIENT IS REQUESTING CONNECTIOS FOR A (GAS) ELECTRIC STOVE.
-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:
SW 6909 wall SW 7006 trim

INTERIOR COLOR CHOICES TO BE OR MATCH:
SW 6652 Seaglass wall SW 7006 Semigloss trim

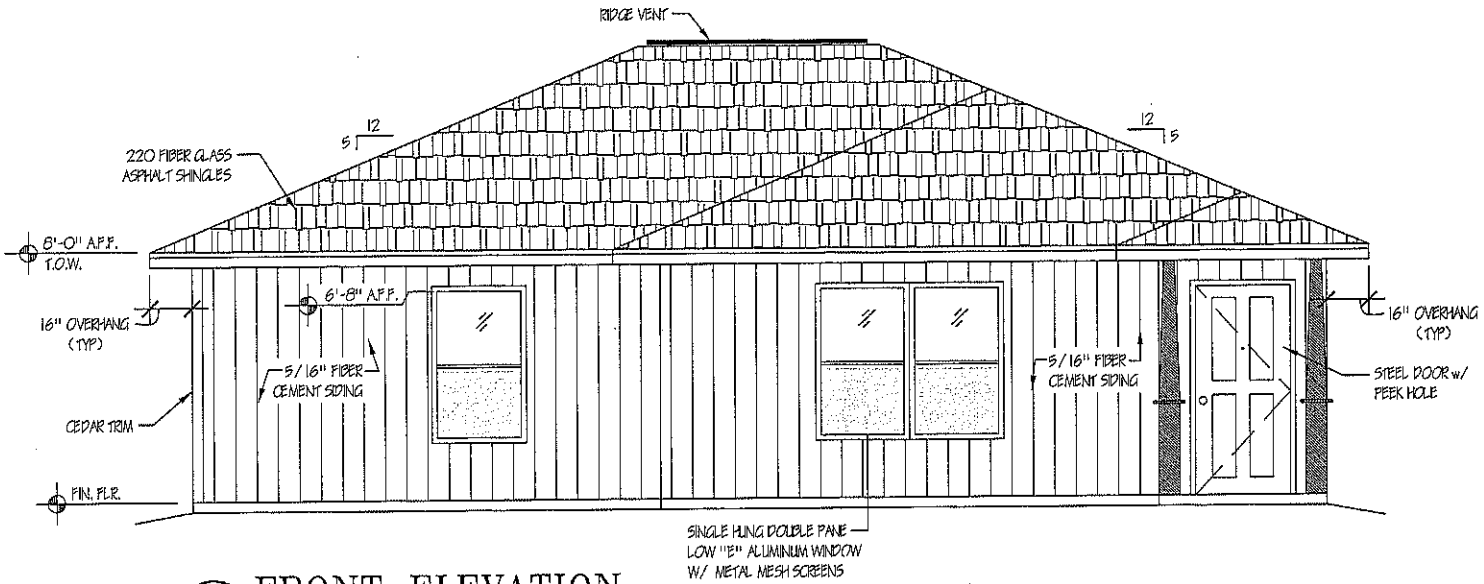
I HAVE READ AND FILLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 10th DAY OF May 2017
Anita Trevino

TOTAL AREA
1064 SQ. FT.

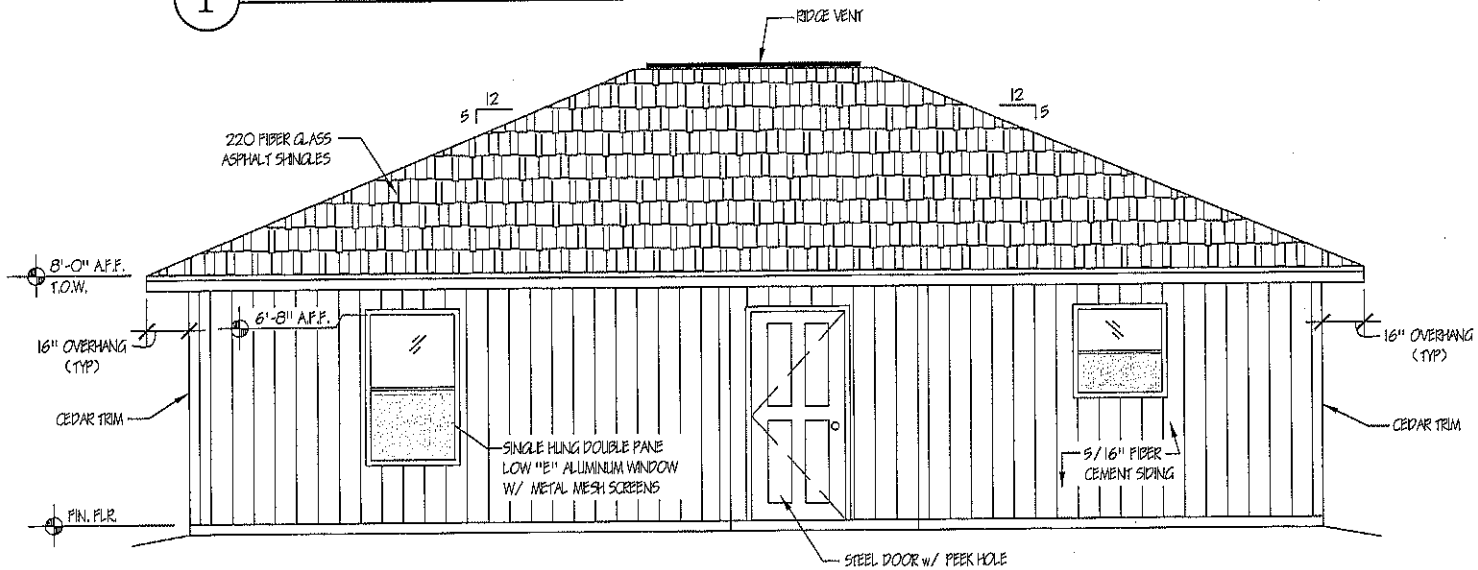
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

RAMON & ANITA TREVINO
2302 PARIS STREET MISSION TX.

A1.1



1 FRONT ELEVATION



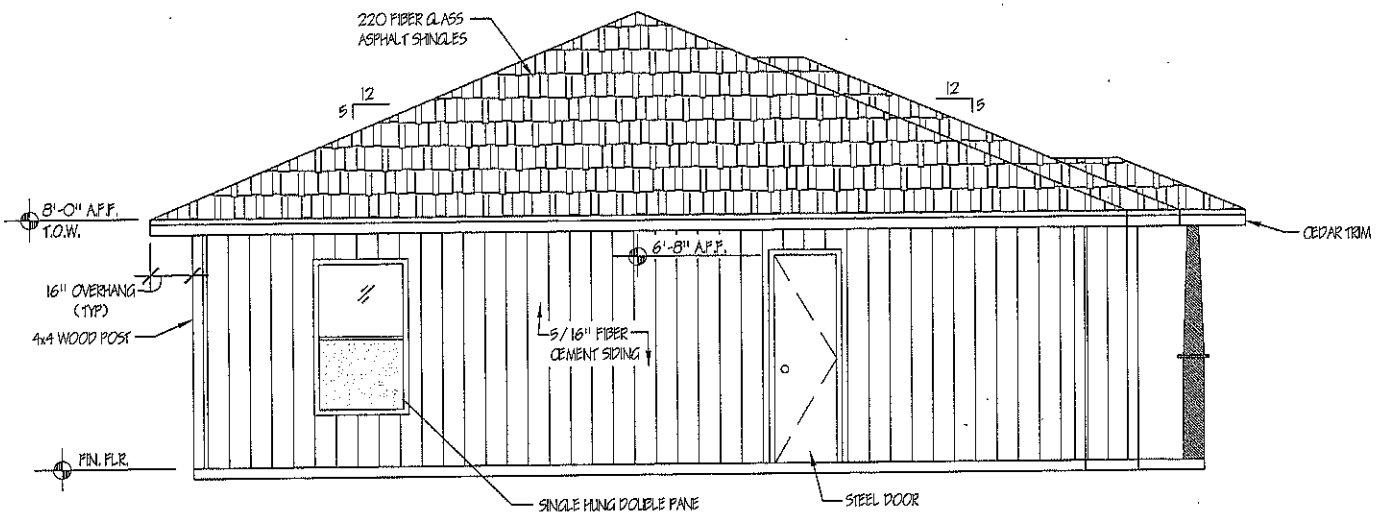
2 BACK ELEVATION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

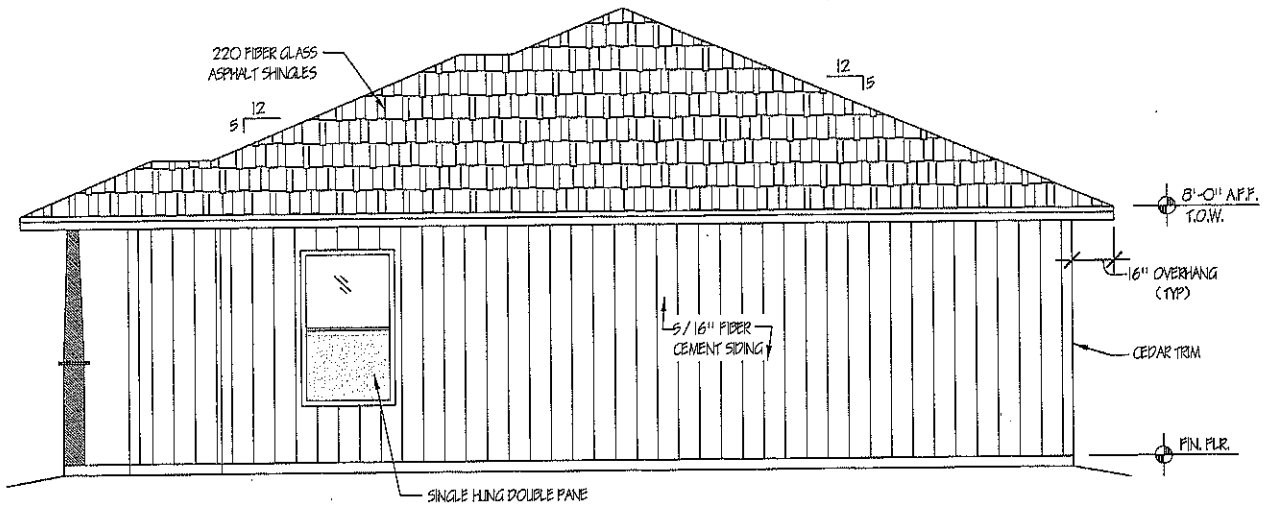
TOTAL AREA
1064 SQ. FT.

RAMON & ANITA TREVINO
2302 PARIS STREET MISSION TX.

A1.2



1 RIGHT ELEVATION



2 LEFT ELEVATION

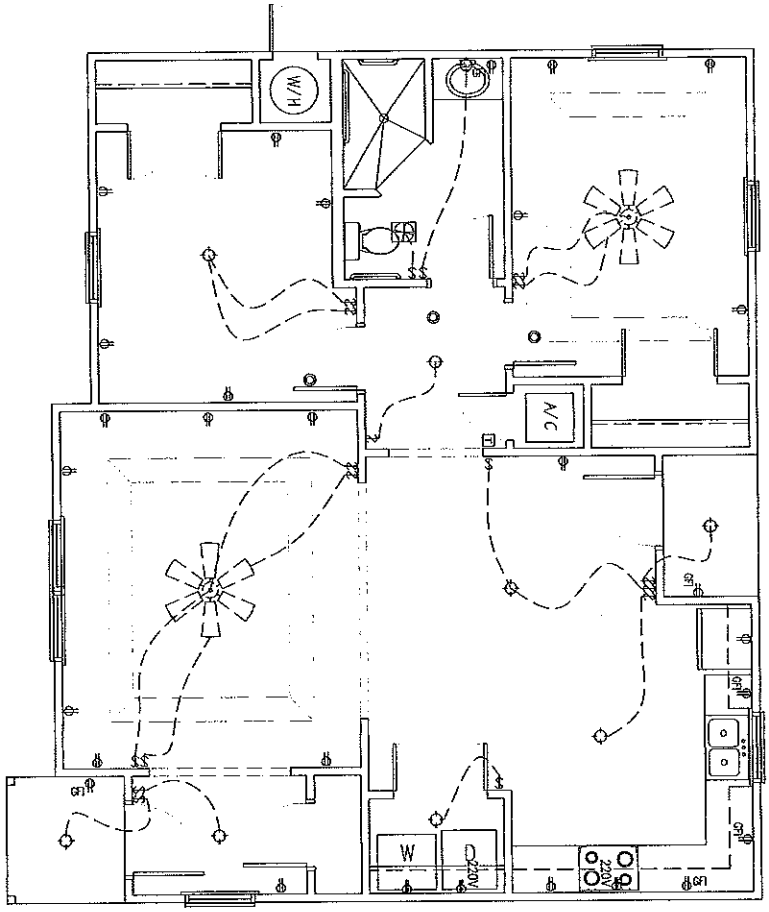
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
1064 SQ. FT.

RAMON & ANITA TREVINO
2302 PARIS STREET MISSION TX.

A1.3

1 ELECTRICAL PLAN
3/16" = 1'-0"



ELECTRICAL LEGEND

WH WATER HEATER	LIGHT FIXTURE
DUPLEX ELECTRICAL RECEPT.	$ LIGHT SWITCH
220V DUPLEX 220-VOLT ELECTRICAL RECEPTACLE	THERMOSTAT
GFI GROUND FAULT CIRCUIT INTERRUPTER	SMOKE DETECTOR
BATHROOM EXHAUST FAN	

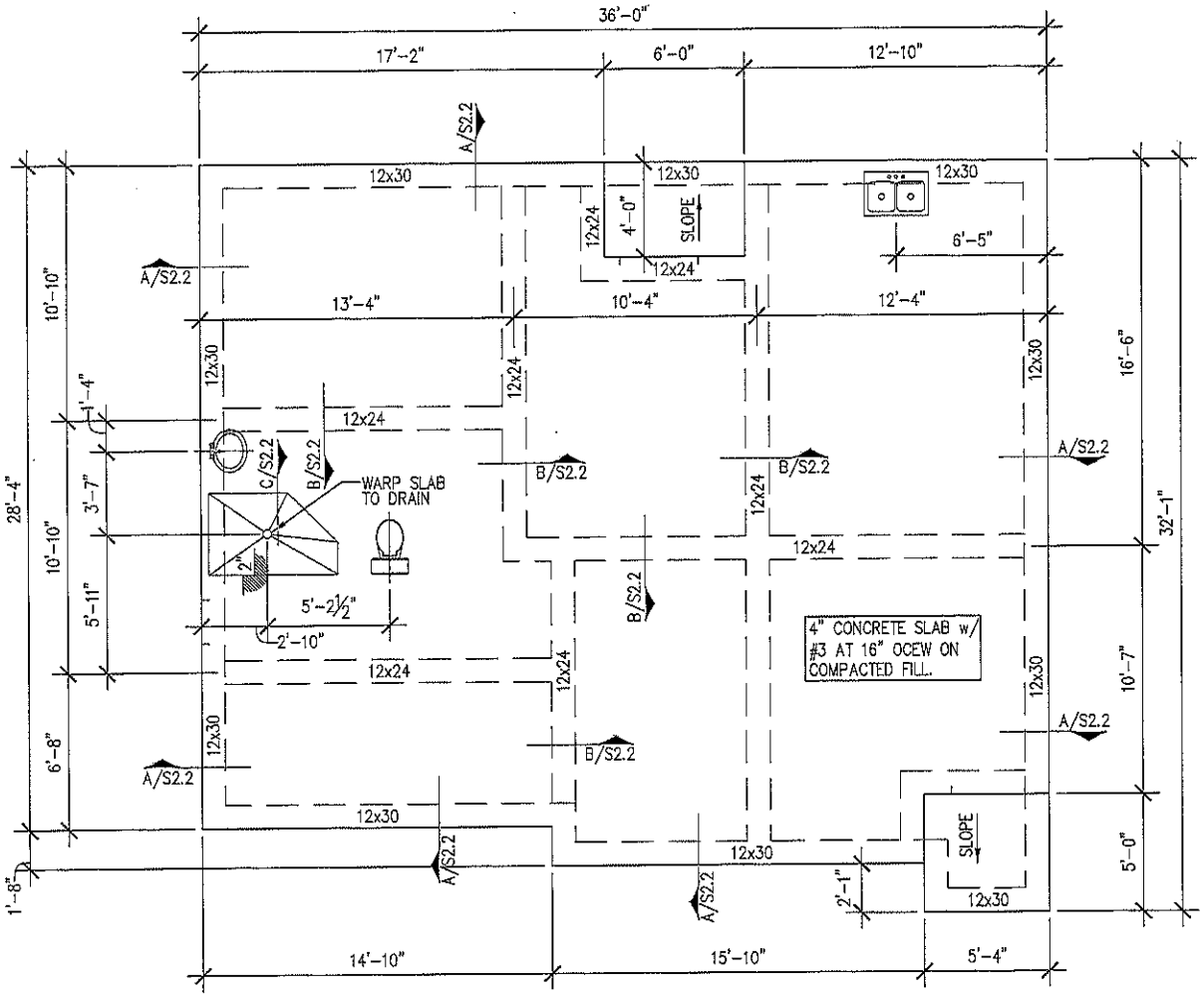
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

E1.1

RAMON & ANITA TREVINO
2302 PARIS STREET MISSION TX.

TOTAL AREA
1064 SQ. FT.



1 FOUNDATION PLAN

3/16" = 1'-0"

NOTES:

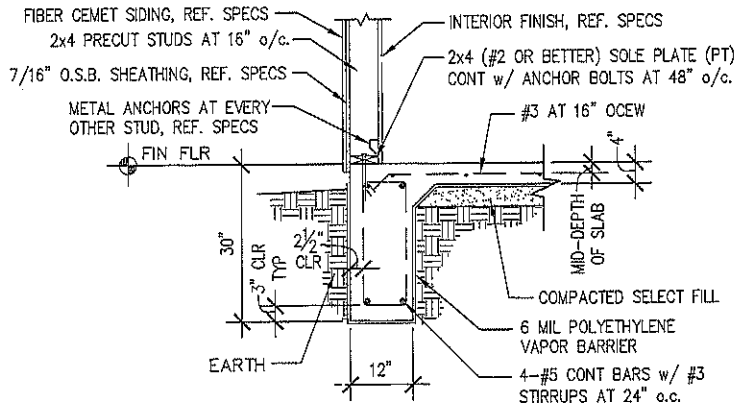
1. 4" THICK SLAB ON GRADE w/ #3 BARS AT 16" O.C.E.W. AT MID--DEPTH OF SLAB OVER 6 MIL. VISQUEEN OVER APPROVED COMPACTED FILL.
2. EXTERIOR GRADE BEAMS TO BE 12"x30" w/ 4-#5 BARS CONT. TOP AND BOTTOM w/ #3 STIRRUPS AT 24" o/c. A MINIMUM OF 6" IN DEPTH TO UNDISTURBED SOIL.
3. INTERIOR GRADE BEAMS TO BE 12"x24" w/ 4-#5 BARS CONT. TOP AND BOTTOM w/ #3 STIRRUPS AT 24" o/c. A MINIMUM OF 6" IN DEPTH TO UNDISTURBED SOIL.
4. CORNER BARS AT ALL CORNERS AND INTERSECTIONS SHALL BE #5 x 2'-0"x2'-0". APPLY 6x6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.
5. INSTALL ANCHOR BOLTS AT PERIMETER AT 48" o/c.
6. USE ONLY COMPACTED SELECT FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB, UNLESS OTHERWISE NOTED.

TOTAL AREA
1064 SQ. FT.

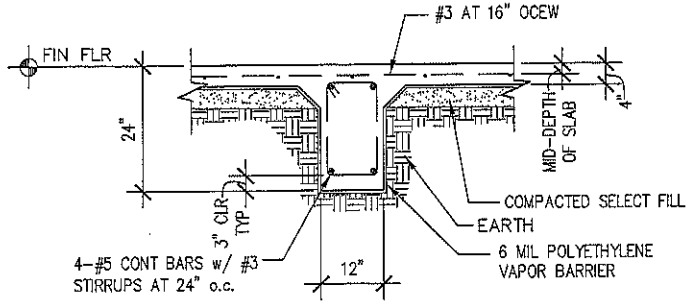
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

RAMON & ANITA TREVINO
2302 PARIS STREET MISSION TX.

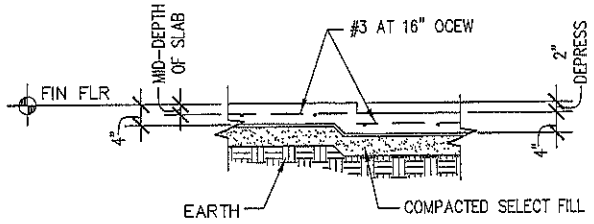
S2.1



A-EXTERIOR BEAM



B-INTERIOR BEAM



C-SHOWER DEPRESS

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
1064 SQ. FT.

RAMON & ANITA TREVINO
2302 PARIS STREET MISSION TX.

S2.2

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) RAMON & ANITA TREVINO CASE NO.: #3347 DATE: 4/25/17 ADDRESS: 2302 PARIS ST. MISSION, TX PHONE: 956-360-6840 BY: ROBERT CAVAZOS

1. FOUNDATION WORK:

BUILD A NEW SLAB ON GRADE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT. PROVIDE A MIN. OF 12 X 25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" PLYWOOD SPACER.
  - CEILING JOIST @ 24" O.C., **FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.**
  - **INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME**

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE. ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF: (SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.** (need a combined R-30 & R-19 to meet requirement)
- HAVE RULER INSTALLED FOR EVER 300 SQUARE FEET BEFORE FRAMING AND ROUGH-IN INSPECTION IS SCHEDULED.
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER SHALL BE INSULATED.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.

*ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS.** ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).*

8. EXTERIOR FINISH:

*PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100.** (2 COLOR CHOICE MIN).*

9. SIDING:

*THE SIDING SHALL BE 5/16" FIBER CEMENT WITH **ALL CEDAR TRIM TO ENTIRE HOUSE.***

INSTALL 7/16" O.S.B. TO THE ENTIRE PERIMETER OF THE HOUSE AS PER MANUFACTURER'S SPECIFICATIONS. REFERENCE DETAIL.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN. KEEP LABELS ON WINDOWS UNTIL FINAL INSPECTION HAS BEEN CLEARED.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

*INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO **EXTERIOR.***

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS, INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS

BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

*PROVIDE & INSTALL A **16 SEER CENTRAL** AIR CONDITIONING **COMPARABLE IN QUALITY** TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOU'RE BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING SIDEWALKS, DRIVEWAYS, AND UTILITY LINES DURING DEMOLITION.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE FOUNDATION PAD.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23. GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE PRIOR TO THE START OF CONSTRUCTION. FINES WILL BE ENFORCED.
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS (demo to final inspection) FINES WILL BE ENFORCED.
- SHOWER ENTRANCES TO BE 36" WIDE.
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

SPECIFICATIONS

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OWNER (S) RAMON & ANITA TREVINO CASE NO.: #3347 DATE: 4/25/17 ADDRESS: 2302 PARIS ST. MISSION, TX PHONE: 956-360-6840 BY: ROBERT CAVAZOS

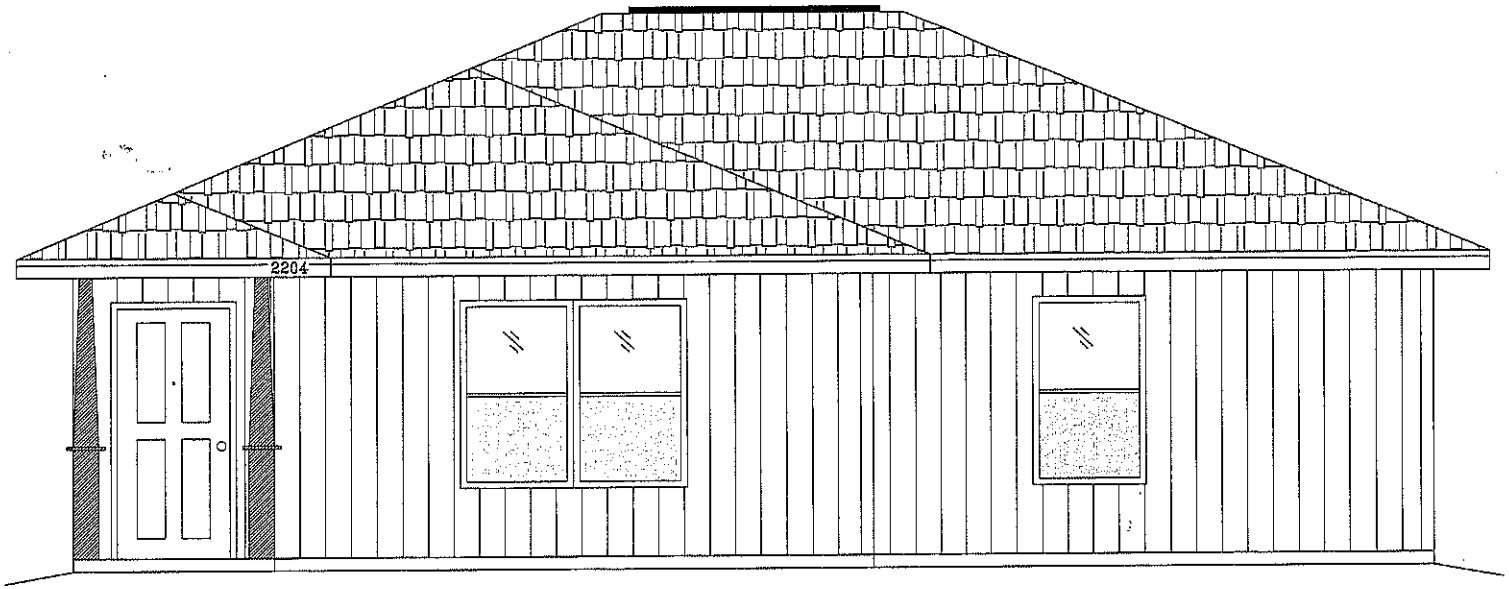
I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Anita Trevino

NAME OF APPLICANT

NAME OF CO-APPLICANT

ALANIZ RESIDENCE



ELIDA ALANIZ
2201 LISSNER AVE.
DONNA, TX. 78537
(956) 464-3436

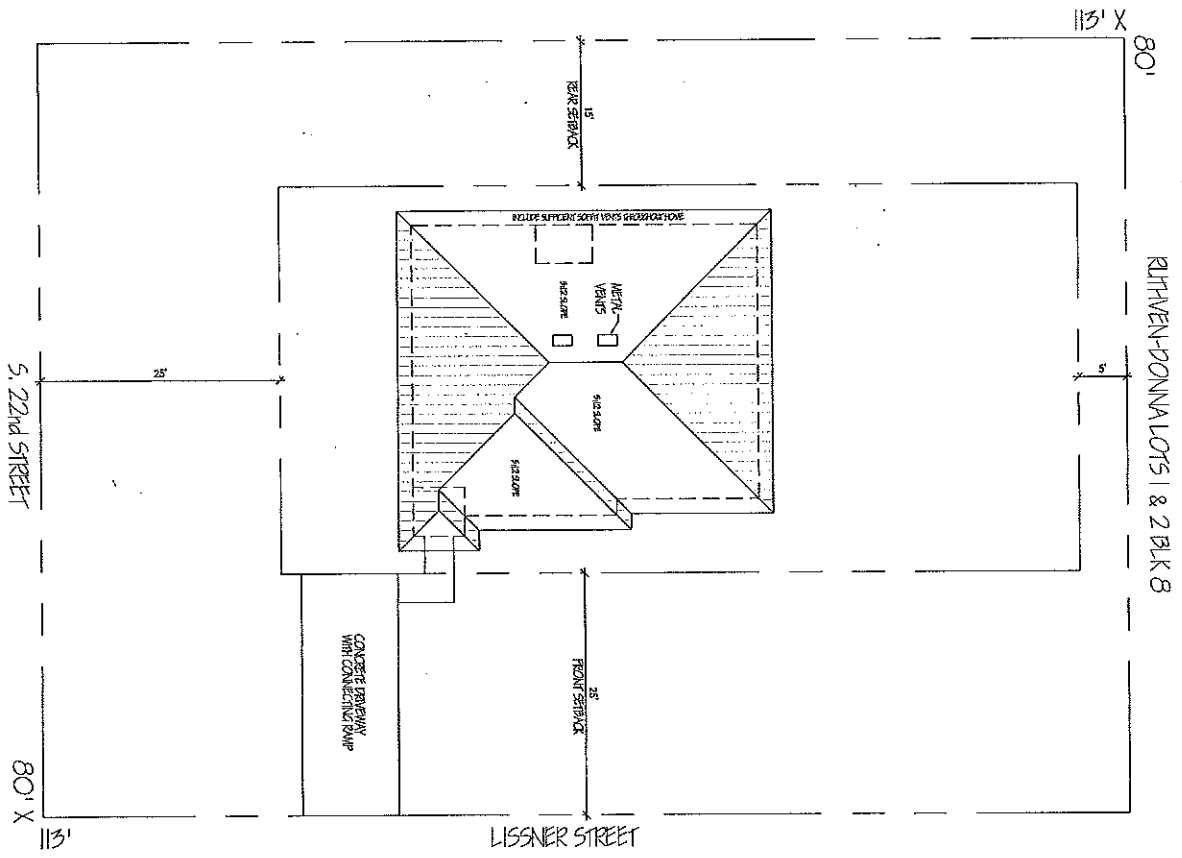
URBAN COUNTY PROGRAM
427 E. DURANTA STE 107-ALAMO
(956) 787-8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

ELIDA ALANIZ
2201 LISSNER AVE., DONNA, TX.

TOTAL AREA
1064 SQ. FT.

C1.0



NOTE:

1. Please verify with city/ county on setbacks and for any requirements regarding sidewalks, driveway, landscaping, and any other obligations as per city regulations/ ordinances.
2. It is the responsibility of the Contractor to locate the roads and string the property. To avoid any problems it is now required and the responsibility of the Contractor to order a property survey by a professional engineer.
3. Any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk.
4. Provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter. In addition, remember to replace septic tank if needed and is more than 10 yrs old.

1 ROOF/PLOT PLAN

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

AS1.1

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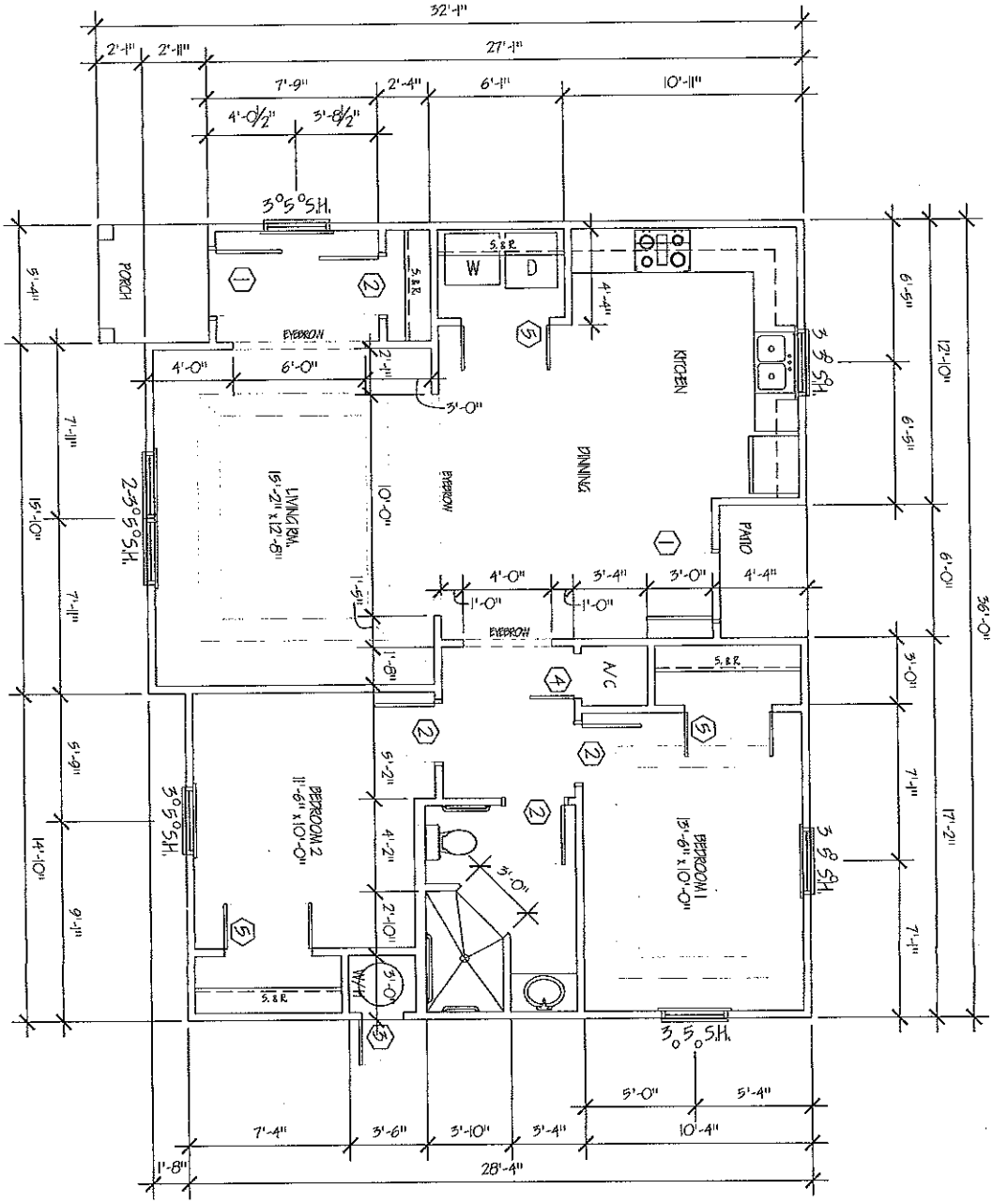
2201 LISSNER AVE., DONNA, TX.

TOTAL AREA
1064 SQ. FT.



1 FLOOR PLAN
3/16" = 1'-0"

SQUARE FOOTAGE

LIVING AREA	1015
PORCH/ PATIO	49
TOTAL SQ. FT.	1064

DOOR SCEDULE

DR#	TASK	SIZE W	SIZE H	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3'0		METAL W/ LOW PROFILE THRESH.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	2'8		HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	2'0		HOLLOW METAL	LOCK W/ DEADBOLT
4	INSTALL NEW UNIT	2'0		HOLLOW CORE	W/C CLOSET PASSAGE
5	INSTALL NEW UNIT	(2) 2'0		HOLLOW CORE	PASSAGE

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE / SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 11" FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-CLIENT IS RESPONSIBLE FOR CONNECTIONS FOR A GAS (ELECTRIC STOVE).
-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.
EXTERIOR COLOR CHOICES TO BE OR MATCH:
SW 6793 SW 7006
INTERIOR COLOR CHOICES TO BE OR MATCH:
SW 6112 SW 7006

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 10th DAY OF May 2016
E. Alaniz

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

A1.1

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2201 LISSNER AVE., DONNA, TX.

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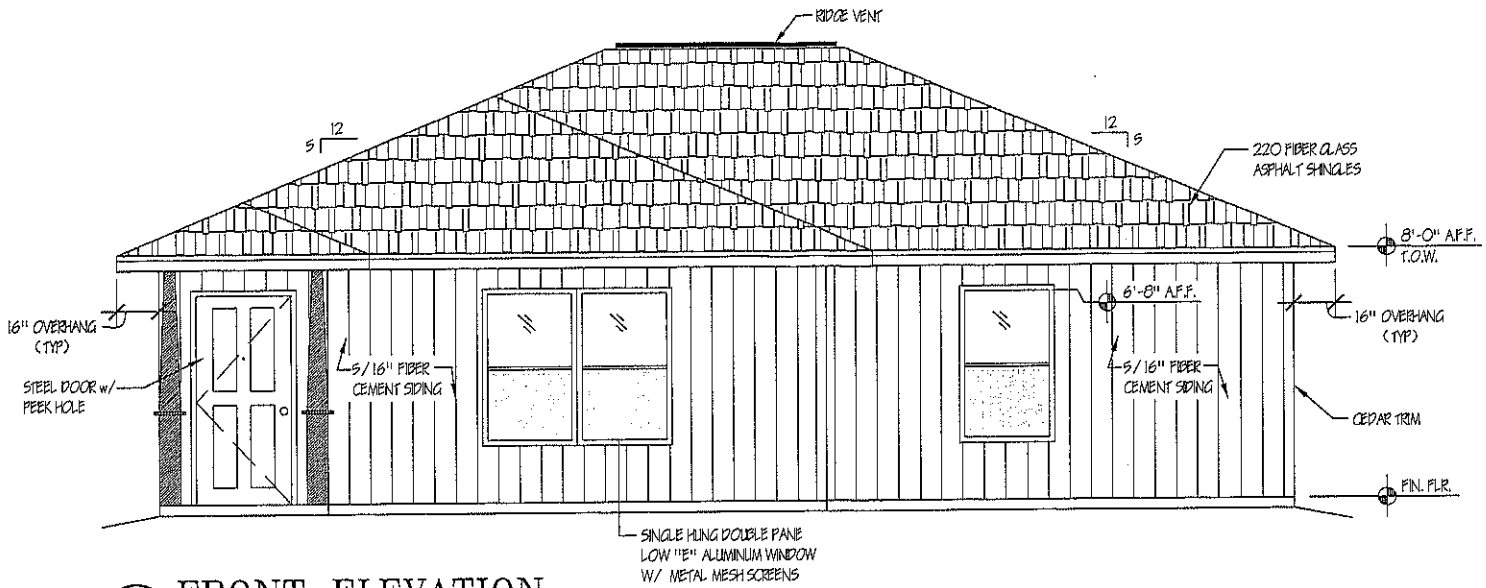
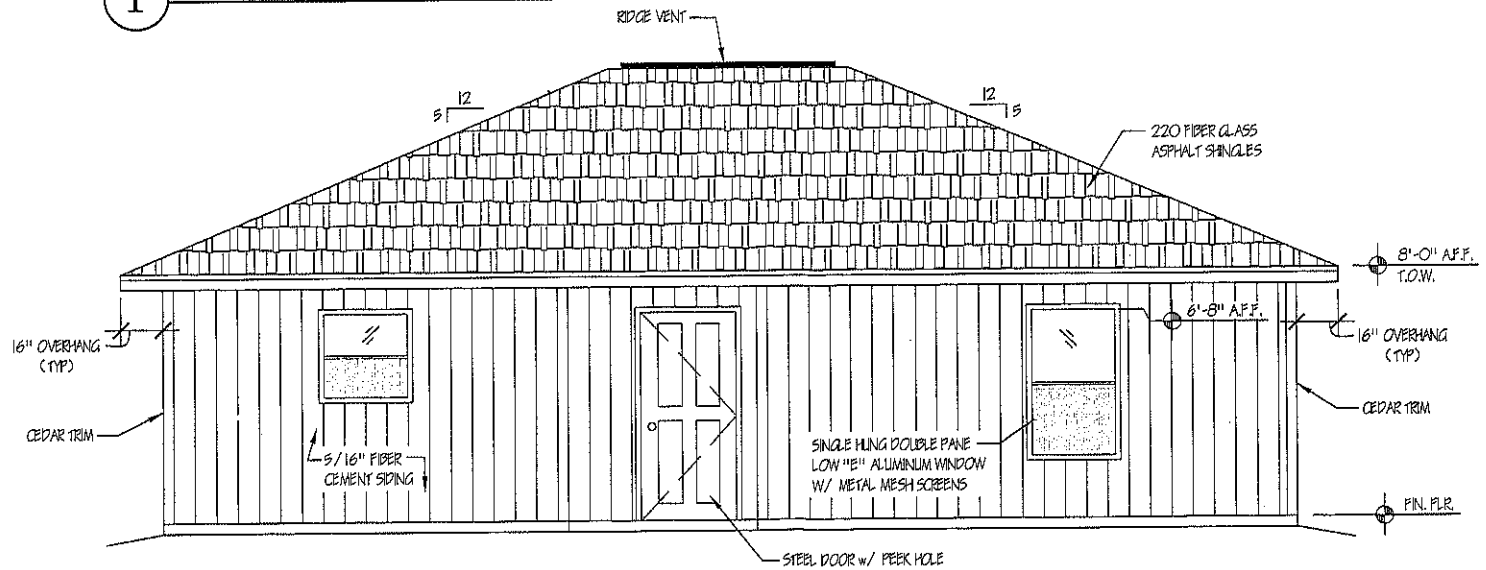


1 FRONT ELEVATION



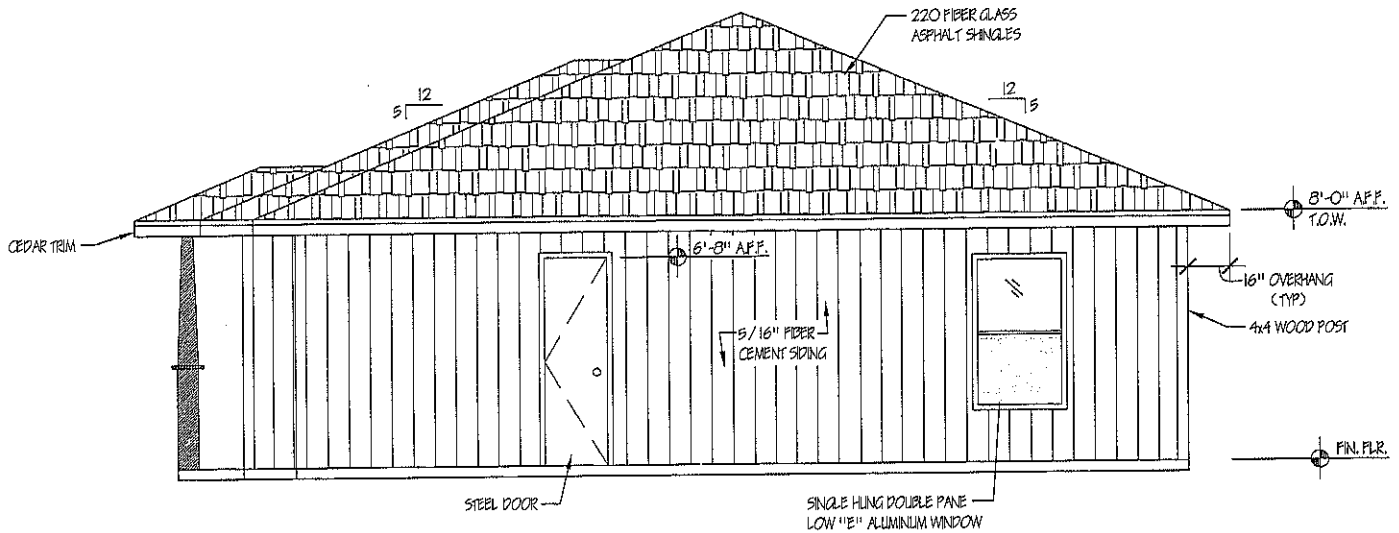
2 BACK ELEVATION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

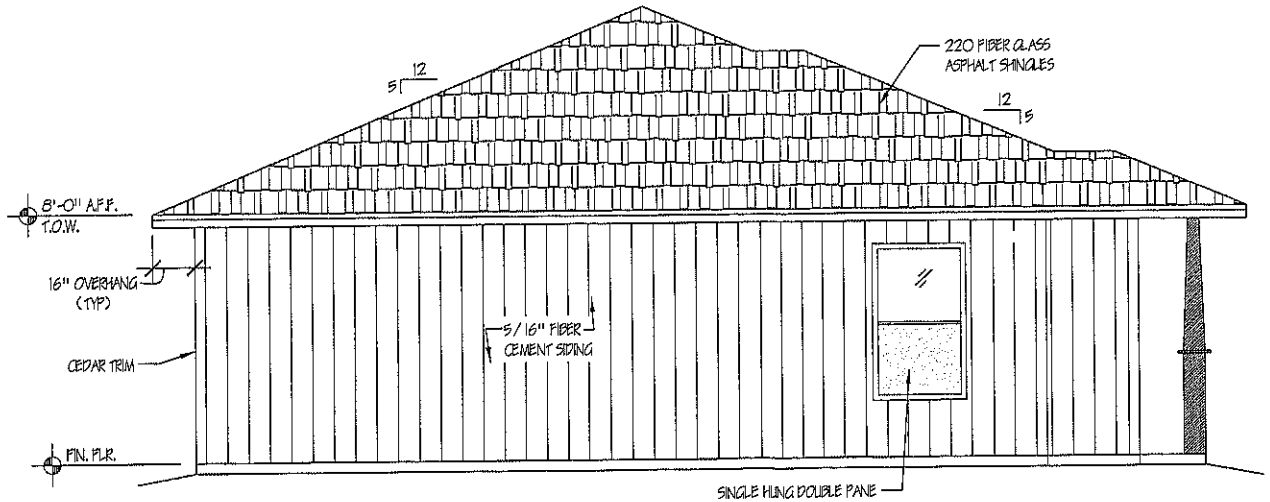
TOTAL AREA
1064 SQ. FT.

ELIDA ALANIZ
2201 LISSNER AVE., DONNA, TX.

A1.2



1 RIGHT ELEVATION



2 LEFT ELEVATION

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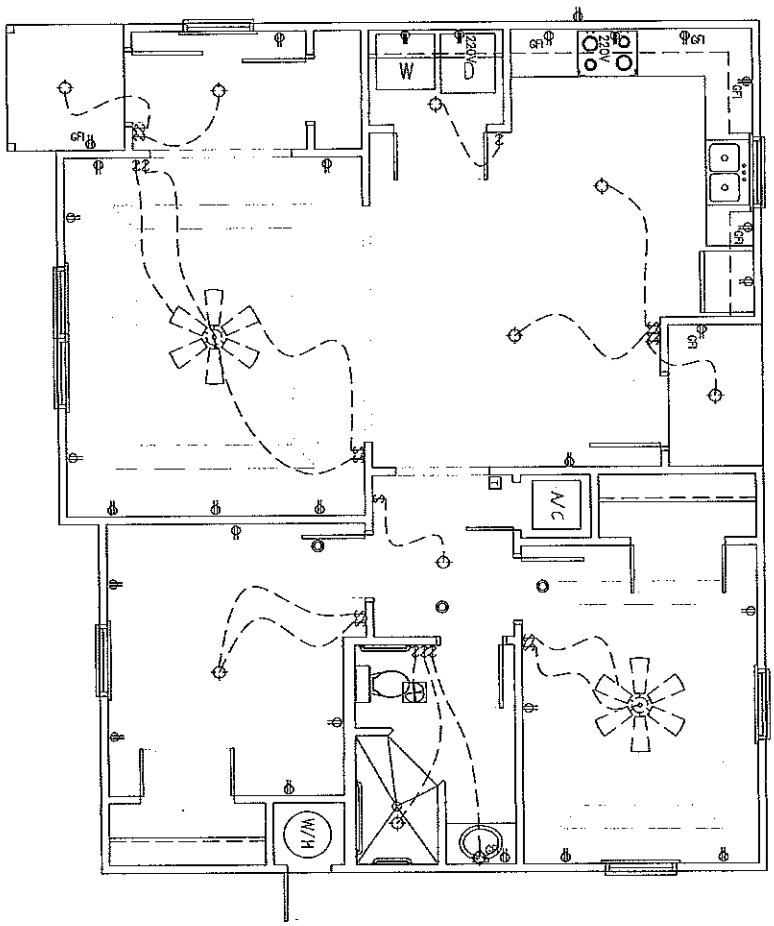
1064 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

ELIDA ALANIZ
2201 LISSNER AVE., DONNA, TX.

A1.3



1 ELECTRICAL PLAN
3/16" = 1'-0"

ELECTRICAL LEGEND

WH WATER HEATER	LIGHT FIXTURE
DUPLEX ELECTRICAL RECEPT.	$ LIGHT SWITCH
220V DUPLEX ELECTRICAL RECEPTACLE	T THERMOSTAT
GFI GROUND FAULT CIRCUIT INTERRUPTER	SMOKE DETECTOR
BATHROOM EXHAUST FAN	

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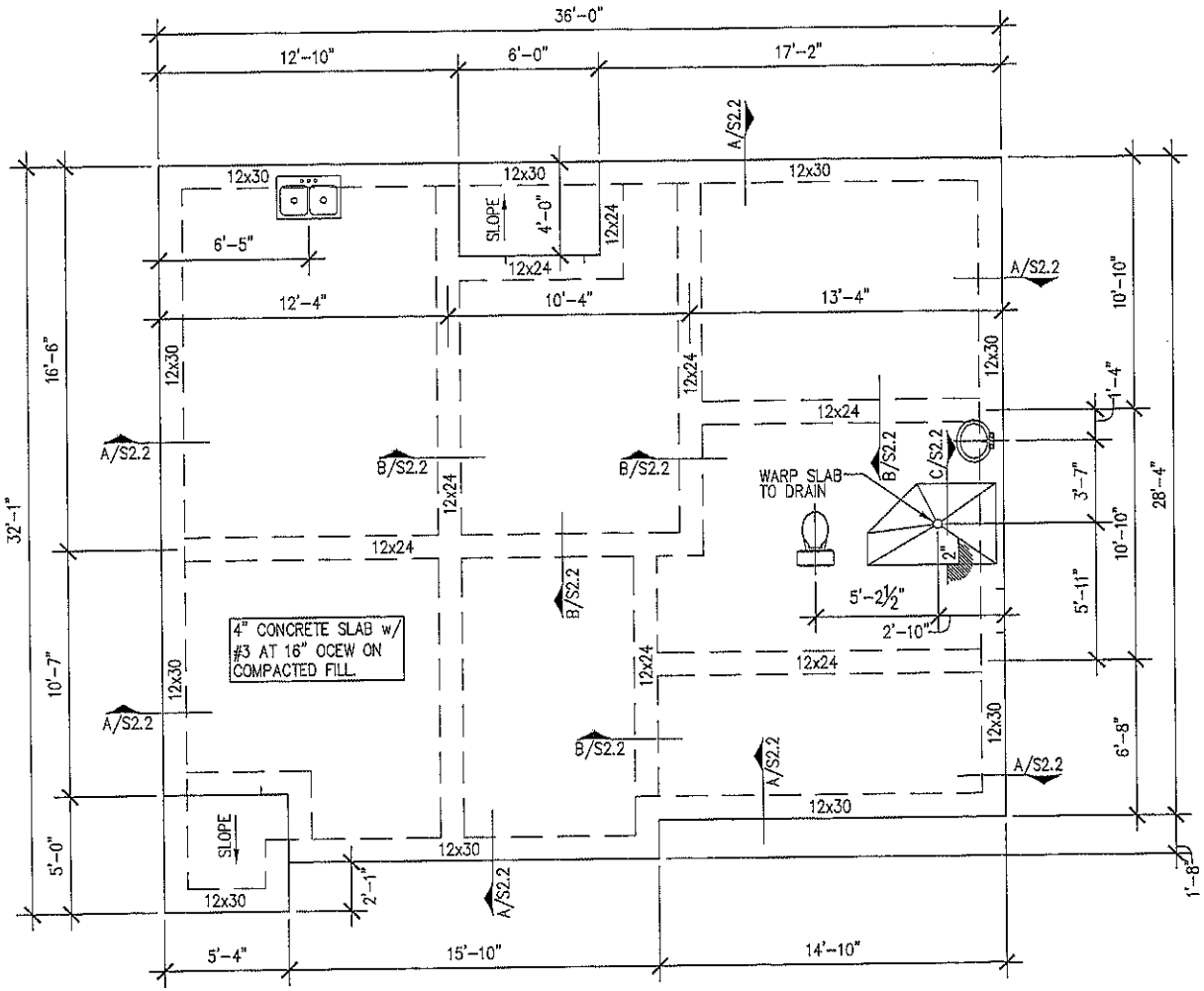

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OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

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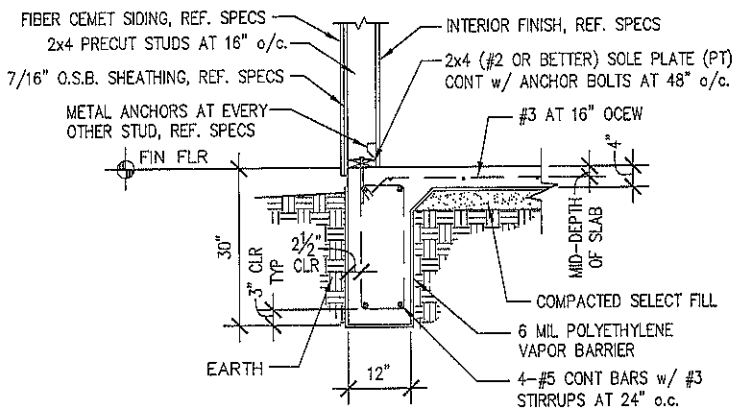
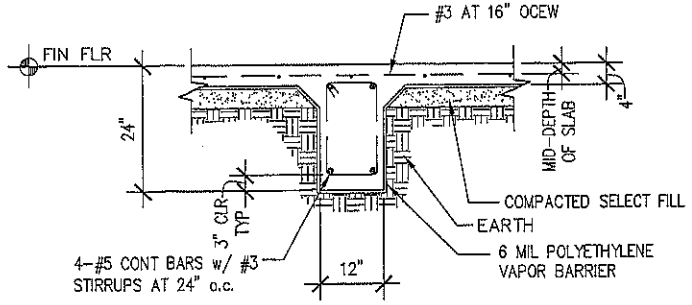
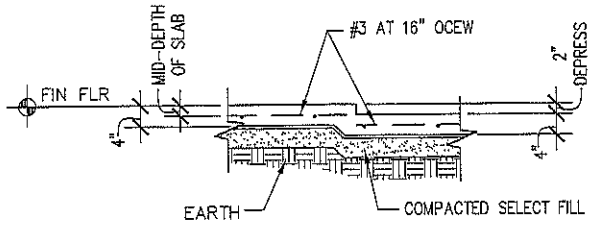


A-EXTERIOR BEAM



B-INTERIOR BEAM



C-SHOWER DEPRESS

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
1064 SQ. FT.

ELIDA ALANIZ
2201 LISSNER AVE., DONNA, TX.

S2.2

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) ELIDA ALANIZ CASE NO.:DO#15-17-01 DATE: 5/8/17 ADDRESS: 2204 LISSNER AVE., DONNA, TX PHONE: 956-464-3436 BY: ROBERT CAVAZOS

1. FOUNDATION WORK:

BUILD A NEW SLAB ON GRADE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT. PROVIDE A MIN. OF 12 X 25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" PLYWOOD SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE.
ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.
ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF: (SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.** (need a combined R-30 & R-19 to meet requirement)
- HAVE RULER INSTALLED FOR EVER 300 SQUARE FEET BEFORE FRAMING AND ROUGH-IN INSPECTION IS SCHEDULED.
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING; ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER SHALL BE INSULATED.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
*ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS.** ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).*

8. EXTERIOR FINISH:

*PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100.** (2 COLOR CHOICE MIN).*

9. SIDING:

*THE SIDING SHALL BE 5/16" FIBER CEMENT WITH **ALL CEDAR TRIM TO ENTIRE HOUSE.***
INSTALL 7/16" O.S.B. TO THE ENTIRE PERIMETER OF THE HOUSE AS PER MANUFACTURER'S SPECIFICATIONS. REFERENCE DETAIL.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN. KEEP LABELS ON WINDOWS UNTIL FINAL INSPECTION HAS BEEN CLEARED.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS, INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS
BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

*PROVIDE & INSTALL A **16 SEER CENTRAL** AIR CONDITIONING **COMPARABLE IN QUALITY** TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOU'RE BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING SIDEWALKS, DRIVEWAYS, AND UTILITY LINES DURING DEMOLITION.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BORM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE FOUNDATION PAD.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23. GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE PRIOR TO THE START OF CONSTRUCTION. FINES WILL BE ENFORCED.
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS (demo to final inspection) FINES WILL BE ENFORCED.
- SHOWER ENTRANCES TO BE 36" WIDE.
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) ELIDA ALANIZ CASE NO.:DO#15-17-01 DATE: 5/8/17 ADDRESS: 2204 LISSNER AVE., DONNA, TX PHONE: 956-464-3436 BY: ROBERT CAVAZOS

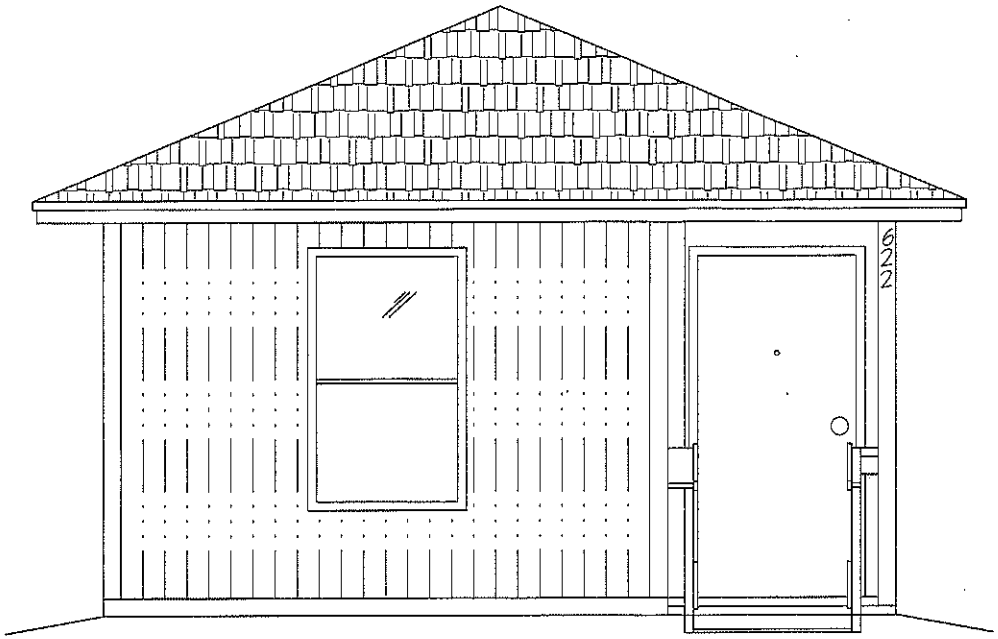
I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

X Elida Alaniz

NAME OF APPLICANT

NAME OF CO-APPLICANT

GARZA RESIDENCE



JUANITA GARZA
622 LEE GARZA ST.- WESLACO
(956) 685-7117

URBAN COUNTY PROGRAM
427 E. DURANTA AVE. - ALAMO
(956) 787-8127

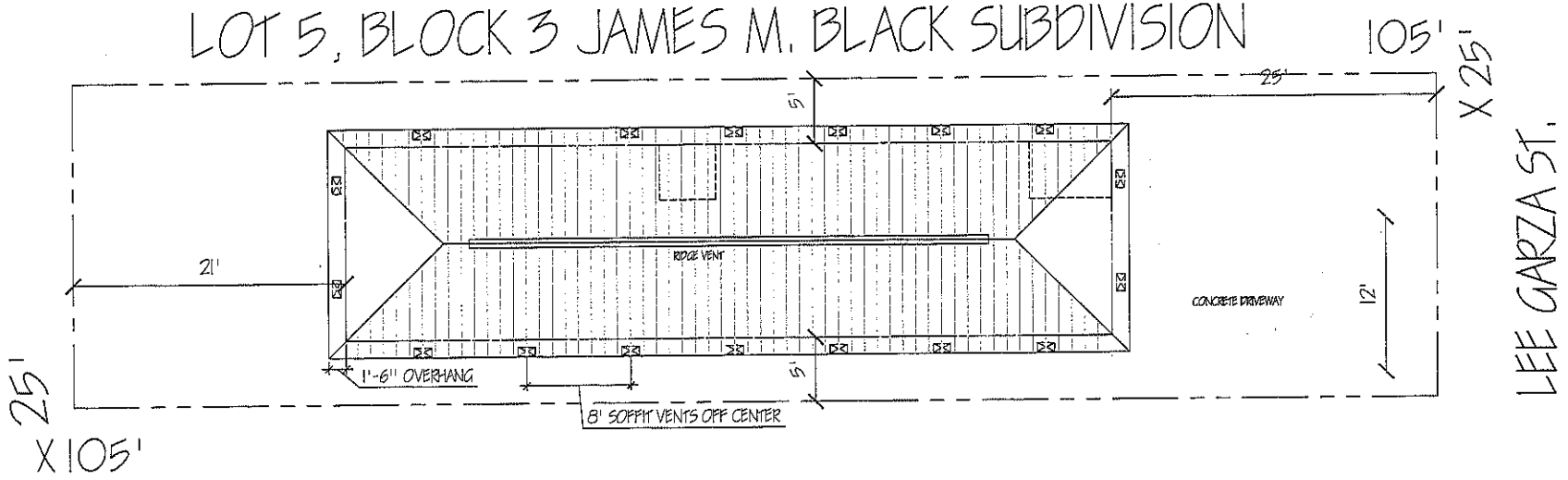
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JUANITA GARZA
622 LEE GARZA ST, WESLACO, TX

889 SQ. FT.

1 OF 7

LOT 5, BLOCK 3 JAMES M. BLACK SUBDIVISION



NOTE:

Please verify with city/ county on setbacks and for any requirements requarding sidewalk, landscaping and any other obligations as per city regulations/ ordinances. HOWEVER, any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.
Install both a ramp, steps and railings as per owners request of location.

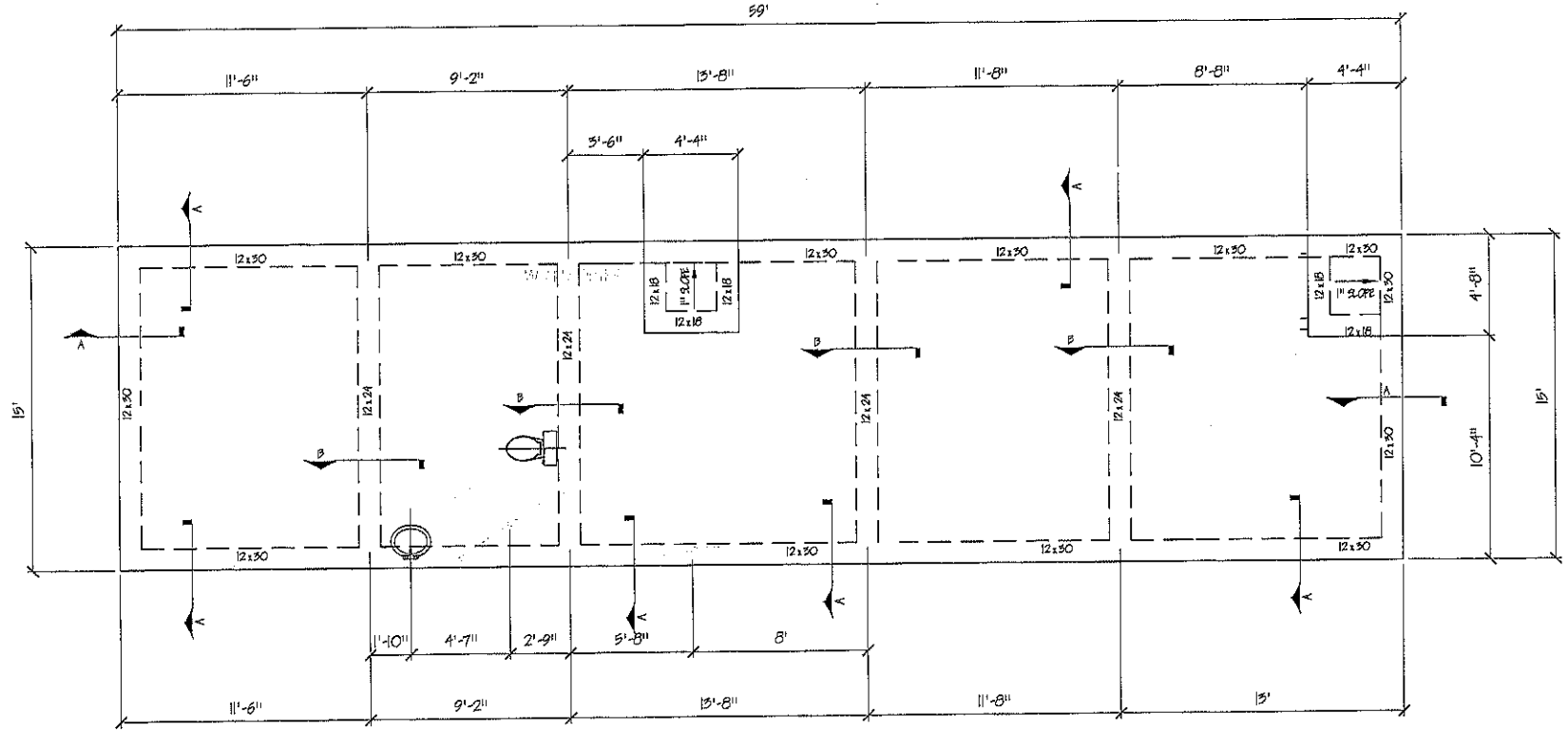
In addition, remember to replace septic tank if needed and is more than 10 yrs old.
House to be built on orignal location.

Driveway to be 12'X 25' minimum, remain distance is to street if any is to be of asphalt, caliche or concrete.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JUANITA GARZA
622 LEE GARZA ST. WESLACO, TX

885 SQ. FT.



GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL

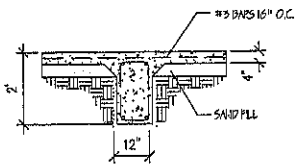
-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-CORNER BARS: AT ALL CORNERS & INTERSECTIONS 2'X2' - #5 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

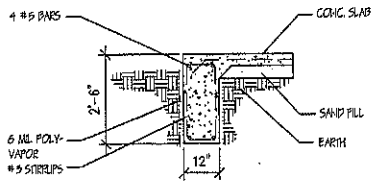
-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY, COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB, UNLESS OTHERWISE NOTED.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

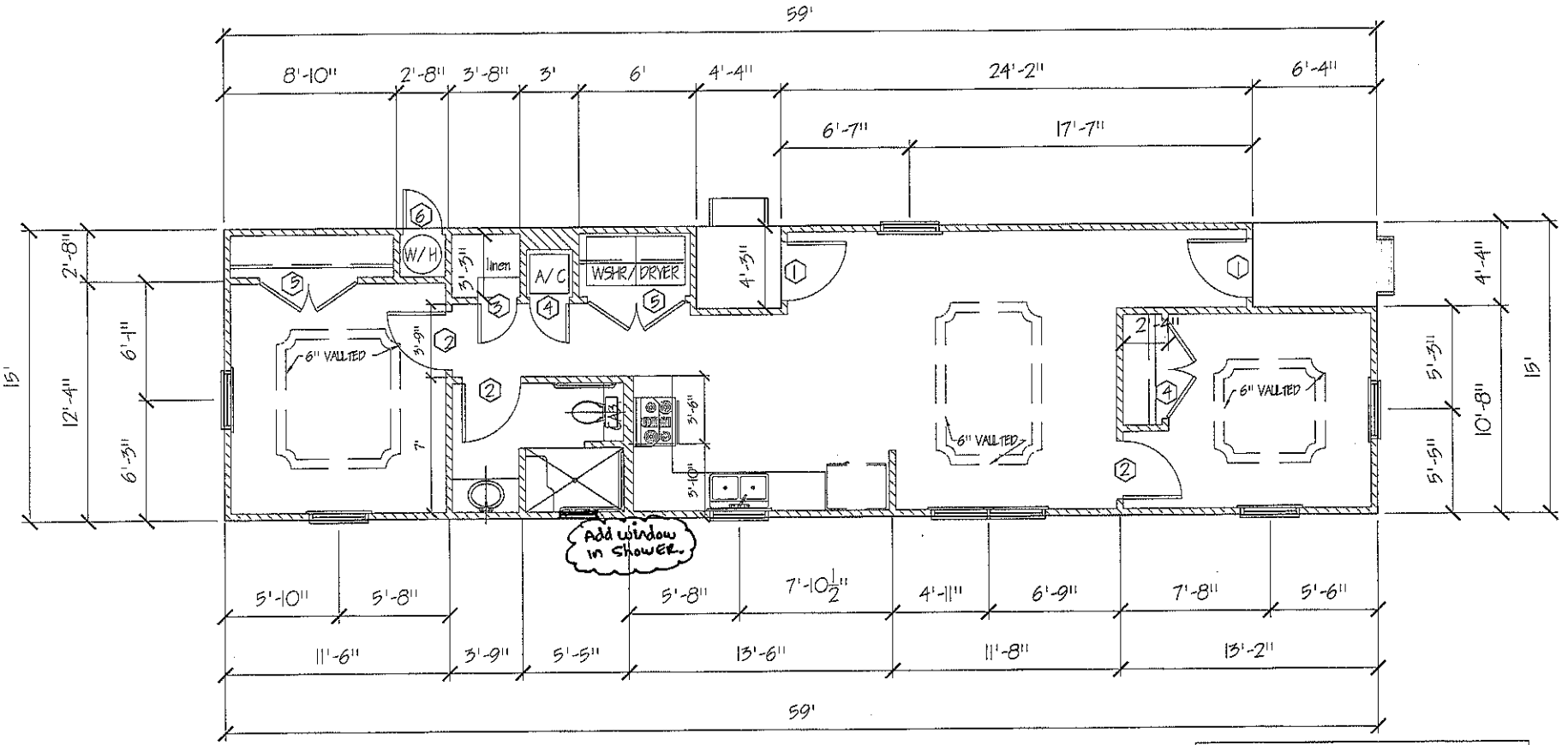
FOUNDATION PLAN

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JUANITA GARZA
622 LEE GARZA ST. WESLACO, TX

885 SQ. FT.

5 OF 7



SQUARE FOOTAGE

LIVING AREA	859
PORCH/ PATIO	40
TOTAL SQ. FT.	899

DOOR SCEDULE

DR#	TASK	SIZE	TYPE	LOCKS
1	INSTALL NEW UNIT W/ GIRL PEEP HOLES	3'0" x 6'8"	STEEL W/ LOW PROFILE BRK.HLD.	LEVER TYPE ENTRY LEGEND W/ DEADBOLT
2	INSTALL NEW UNIT	3'0" x 6'8"	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	2'0" x 6'8"	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	2'0" x 4'0"	HOLLOW CORE	PASSAGE FOR A/C CLOSET
5	INSTALL NEW UNIT	(2) 2'0" x 6'8"	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	2'0" x 6'8"	HOLLOW METAL	LOCK W/ DEADLOCK

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE/ SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1' FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-CLIENT IS REQUESTING CONNECTIONS FOR A GAS / ELECTRIC/ PROPANE STOVE.
-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:
SW 6861 (wall) SW 7006 (trim)

INTERIOR COLOR CHOICES TO BE OR MATCH:
SW 6632 (wall) SW 7006 (trim)

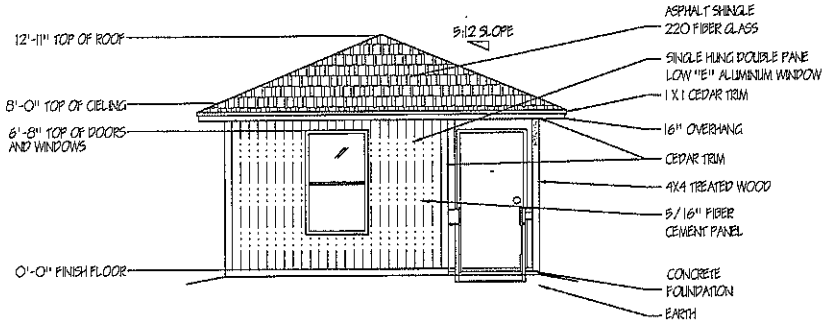
I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 10th DAY OF May 2015
Juanita Garza

FLOORPLAN
SCALE: NTS

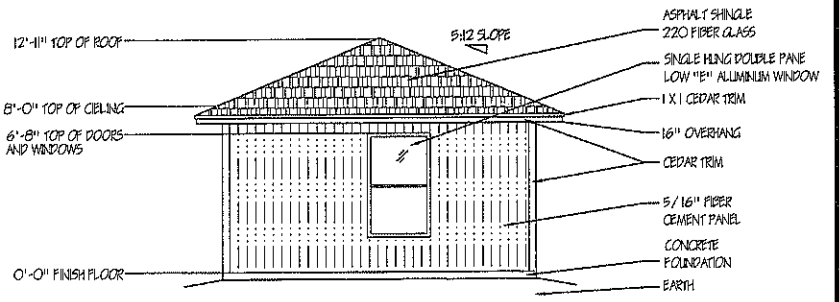
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JUANITA GARZA
622 LEE GARZA ST. WESLACO, TX

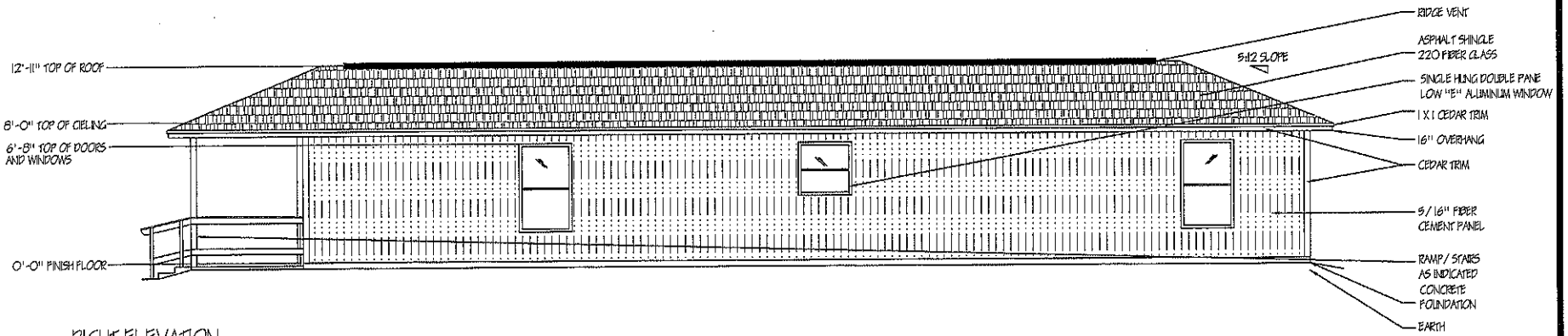
885 SQ. FT.



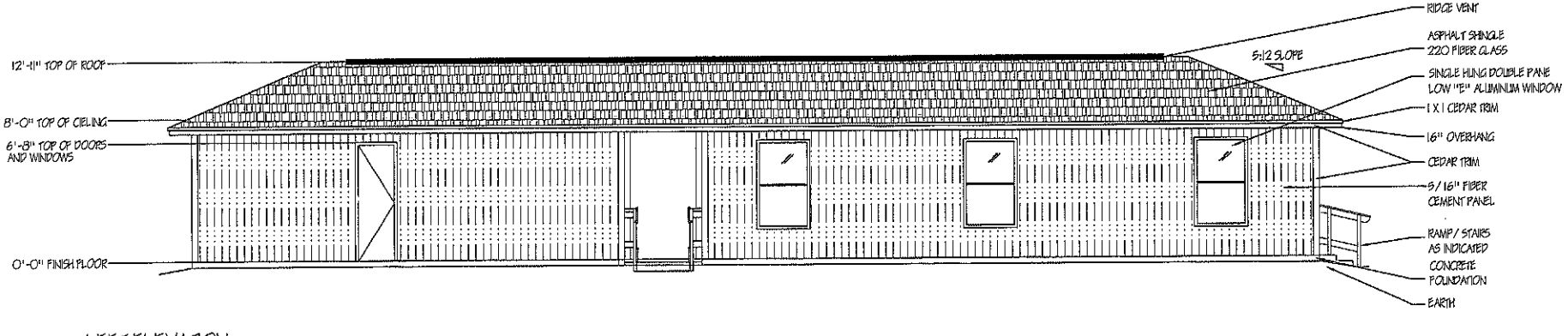
FRONT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



LEFT ELEVATION

URBAN COUNTY PROGRAM

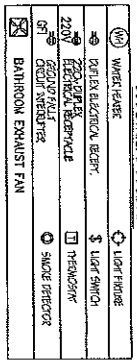
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JUANITA GARZA

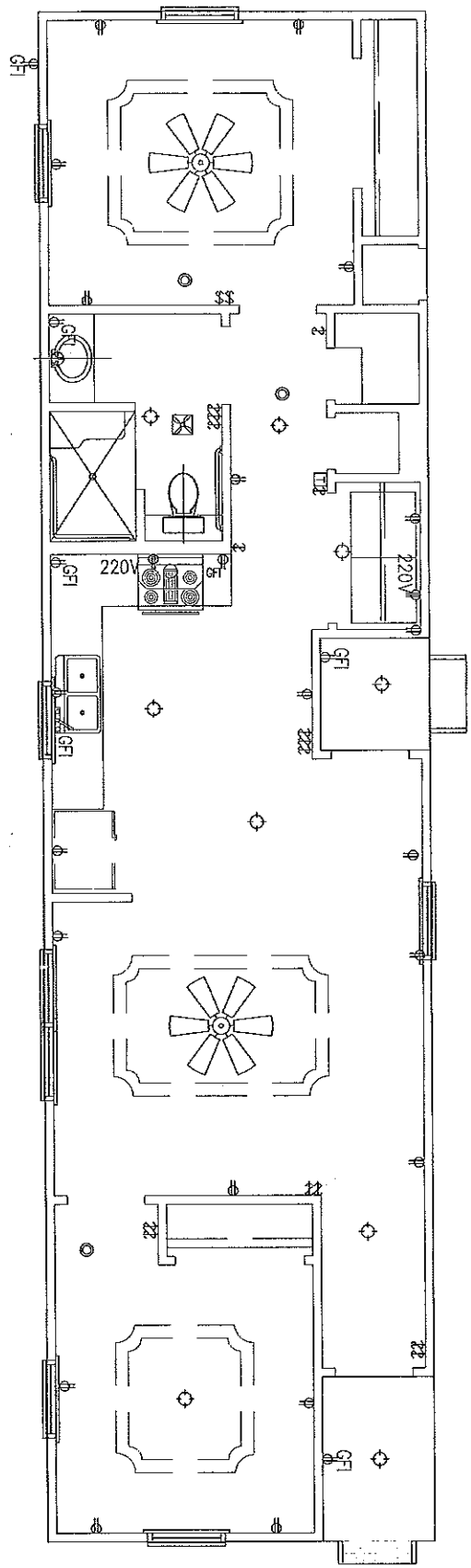
622 LEE GARZA ST. WESLACO, TX

885 SQ. FT.

5 OF 7



ELECTRICAL PLAN



URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

6 OF 7	JUANITA GARZA 622 LEE GARZA ST. WESLACO, TX	885 SQ. FT.

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) JUANITA GARZA CASE NO.: SJ# 75-17-02 DATE: 5/5/17 ADDRESS: 622 LEE GARZA ST WESLACO, TX PHONE: 956-685-7117 BY: ROBERT CAVAZOS

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE. ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.** (need a combined R-30 & R-19 to meet requirement)
- HAVE RULER INSTALLED FOR EVER 300 SQUARE FEET BEFORE FRAMING AND ROUGH-IN INSPECTION IS SCHEDULED.
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.

*ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS.** ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).*

8. EXTERIOR FINISH:

*PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100.** (2 COLOR CHOICE MIN).*

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN. KEEP LABELS ON WINDOWS UNTIL FINAL INSPECTION HAS BEEN CLEARED.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS, INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS

BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

*PROVIDE & INSTALL A 16 SEER CENTRAL AIR CONDITIONING **COMPARABLE IN QUALITY** TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOU'RE BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23. GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS *(demo to final inspection)*
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

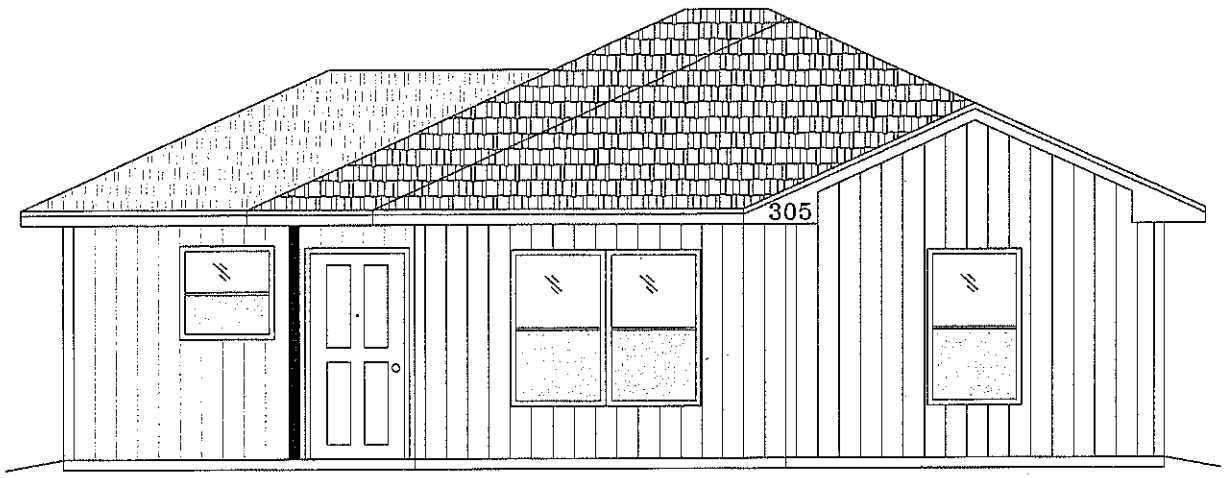
I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Juanita Garza

NAME OF APPLICANT

NAME OF CO-APPLICANT

ACEVEDO RESIDENCE



ELIDA M. ACEVEDO
305 COLORADO STREET
WESLACO, TEXAS 78596
CELL: 956-274-2188

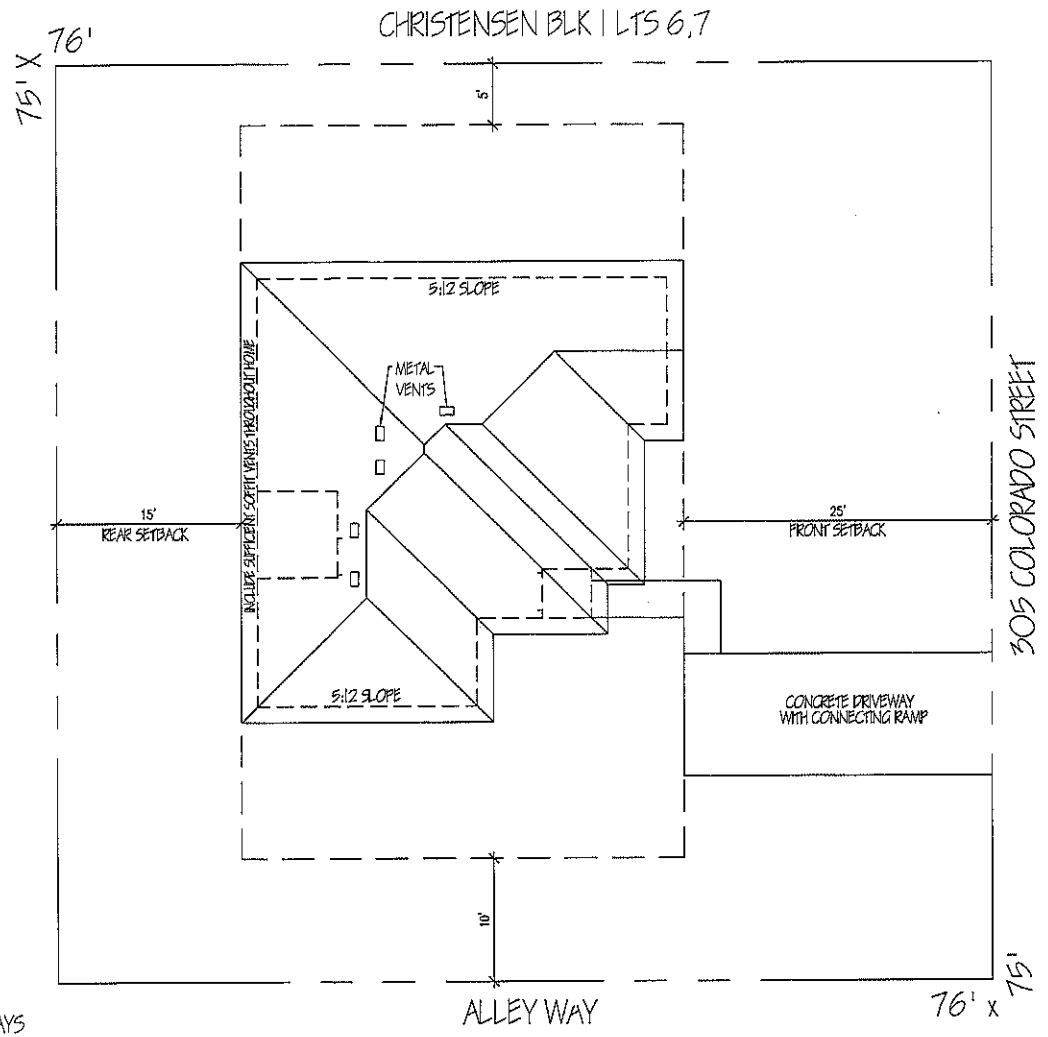
URBAN COUNTY PROGRAM
427 E. DURANTA STE 107- ALAMO
(956) 787-8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

ELIDA M. ACEVEDO
305 COLORADO STREET, WESLACO TX

TOTAL AREA
992 SQ. FT.

C1.0



1 ROOF/PLOT PLAN

NOTE:

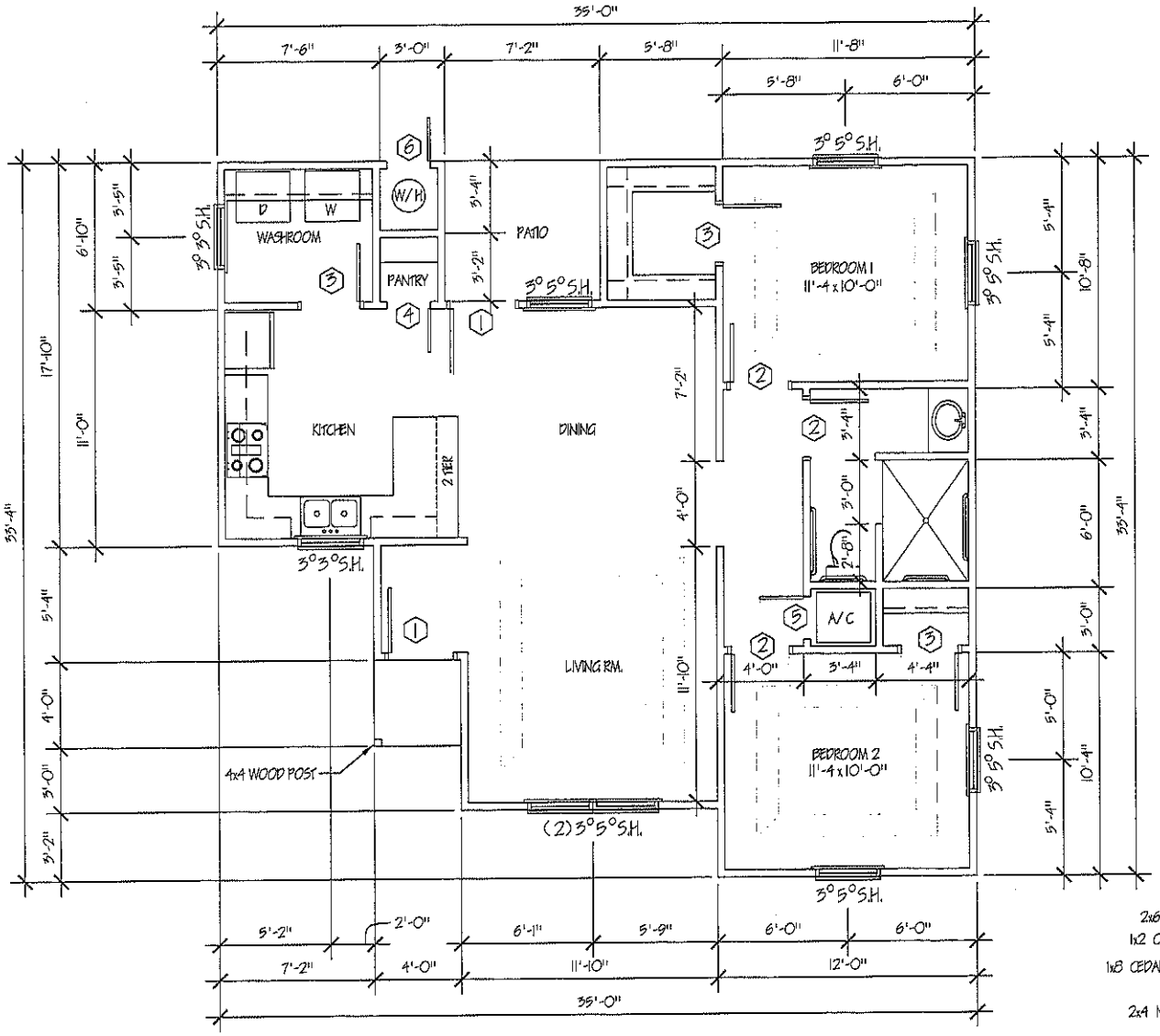
1. Please verify with city/ county on setbacks and for any requirements requarding sidewalk, driveway, landscaping, and any other obligations as per city regulations/ ordinances.
2. It is the responsibility of the Contractor to locate the rods and string the property. To avoid any problems it is now requred and the responsibility of the Contractor to order a property survey by a professional engineer.
3. Any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk.
4. Provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter. In addition, remember to replace septic tank if needed and is more than 10 yrs old.

TOTAL AREA 992 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

ELIDA M. ACEVEDO
305 COLORADO STREET, WESLACO TX

AS1.1



1 FLOOR PLAN
3/16" = 1'-0"

SQUARE FOOTAGE

LIVING AREA	930
PORCH/ PATIO	62
TOTAL SQ. FT.	992

DOOR SCEDULE

DR#	TASK	SZ X 6 8	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3°	METAL W/ LOW PROFILE THRESH'D.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	2⁸	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	2⁸	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	2°	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	2° x 4°	HOLLOW CORE	A/C CLOSET PASSAGE
6	INSTALL NEW UNIT	2°	HOLLOW METAL	LOCK W/ DEADBOLT

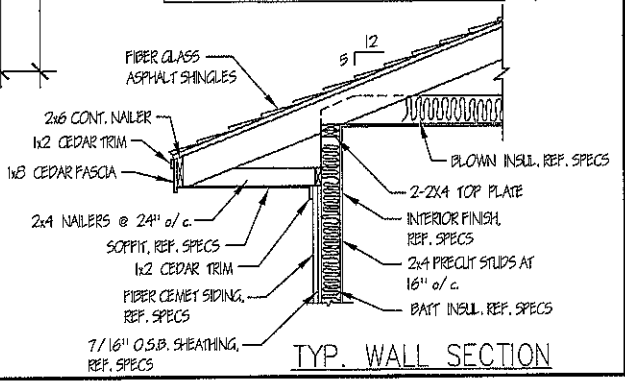
GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE / SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 11" FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-CLIENT IS REQUESTING CONNECTIOS FOR A (GAS) ELECTRIC STOVE.
-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:
SW 6976 (wall) SW 6979 (trim)

INTERIOR COLOR CHOICES TO BE OR MATCH:
SW 6113 (wall) SW 7006 (trim)

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 10TH DAY OF May 2016
Elida M Acevedo



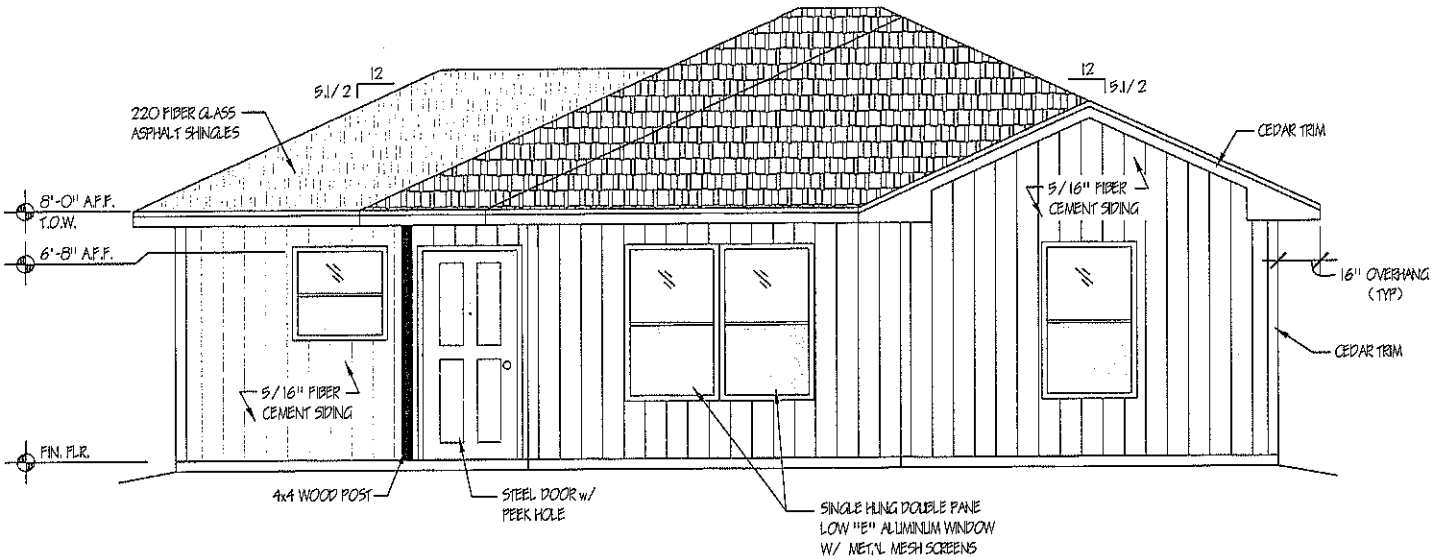
TYP. WALL SECTION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

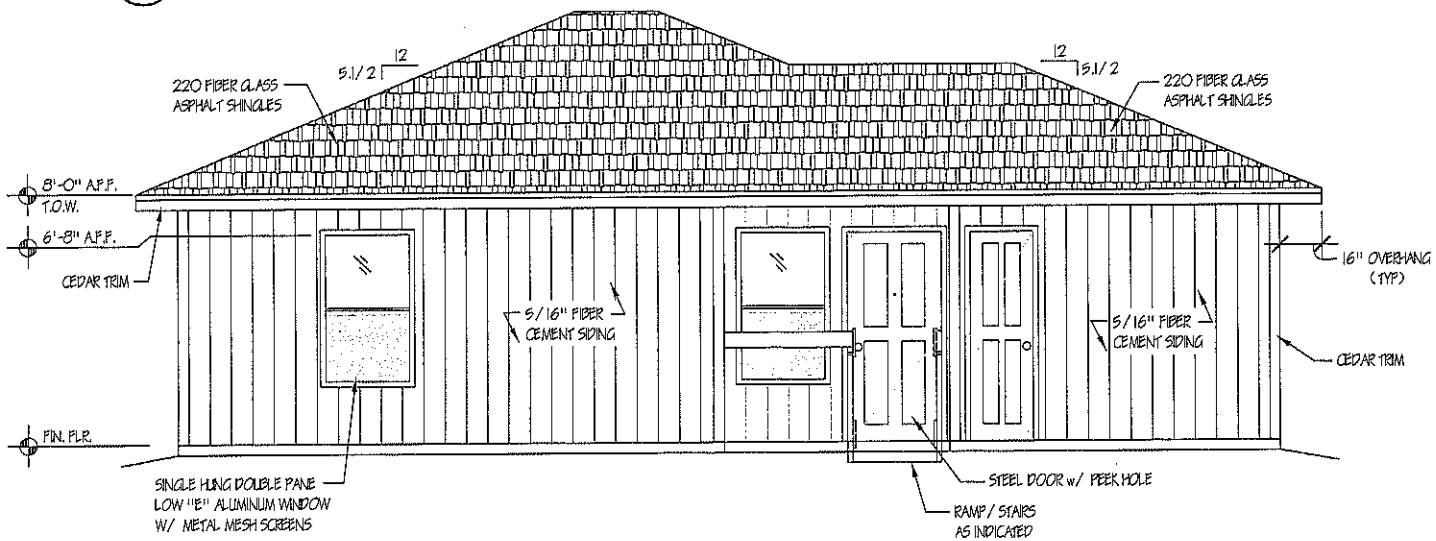
ELIDA M. ACEVEDO
305 COLORADO STREET, WESLACO TX

TOTAL AREA
992 SQ. FT.

A1.1



1 FRONT ELEVATION



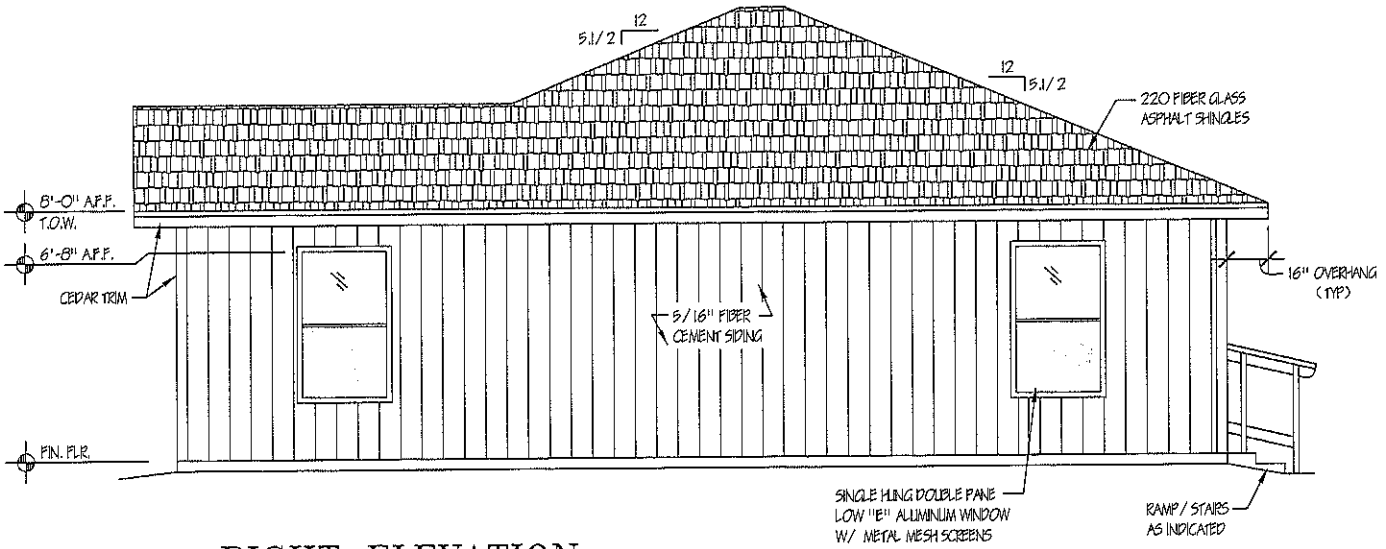
2 BACK ELEVATION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

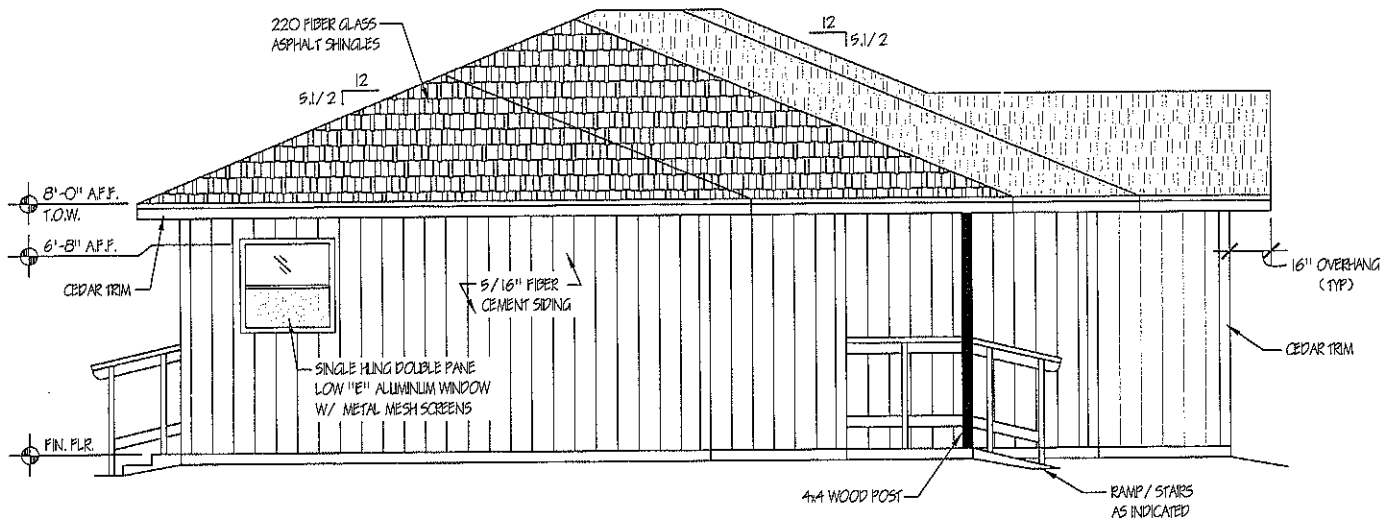
TOTAL AREA
992 SQ. FT.

ELIDA M. ACEVEDO
305 COLORADO STREET, WESLACO TX

A1.2



1 RIGHT ELEVATION



2 LEFT ELEVATION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

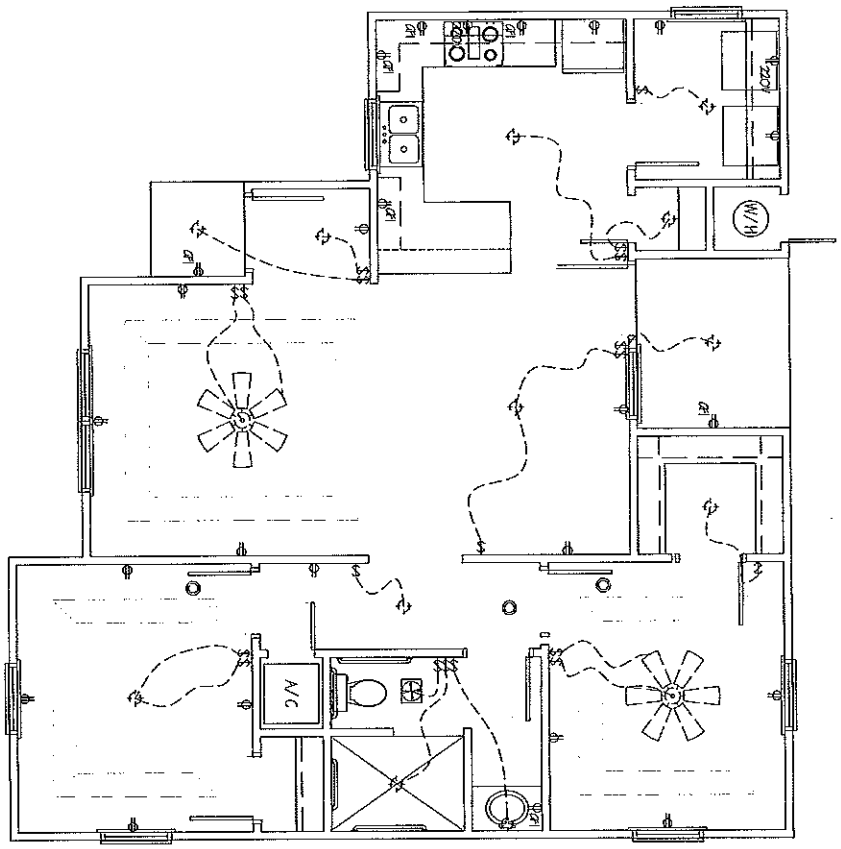
ELIDA M. ACEVEDO
305 COLORADO STREET, WESLACO TX

TOTAL AREA
992 SQ. FT.

A1.3

1 ELECTRICAL PLAN

3/16" = 1'-0"



ELECTRICAL LEGEND

WH	WATER HEATER		LIGHT FIXTURE
	DUPLEX ELECTRICAL RECEPT.	$	LIGHT SWITCH
220V	220 DUPLEX ELECTRICAL RECEPTACLE	T	THERMOSTAT
GFI	GROUND FAULT CIRCUIT INTERRUPTER		SMOKE DETECTOR
	BATHROOM EXHAUST FAN		

URBAN COUNTY PROGRAM

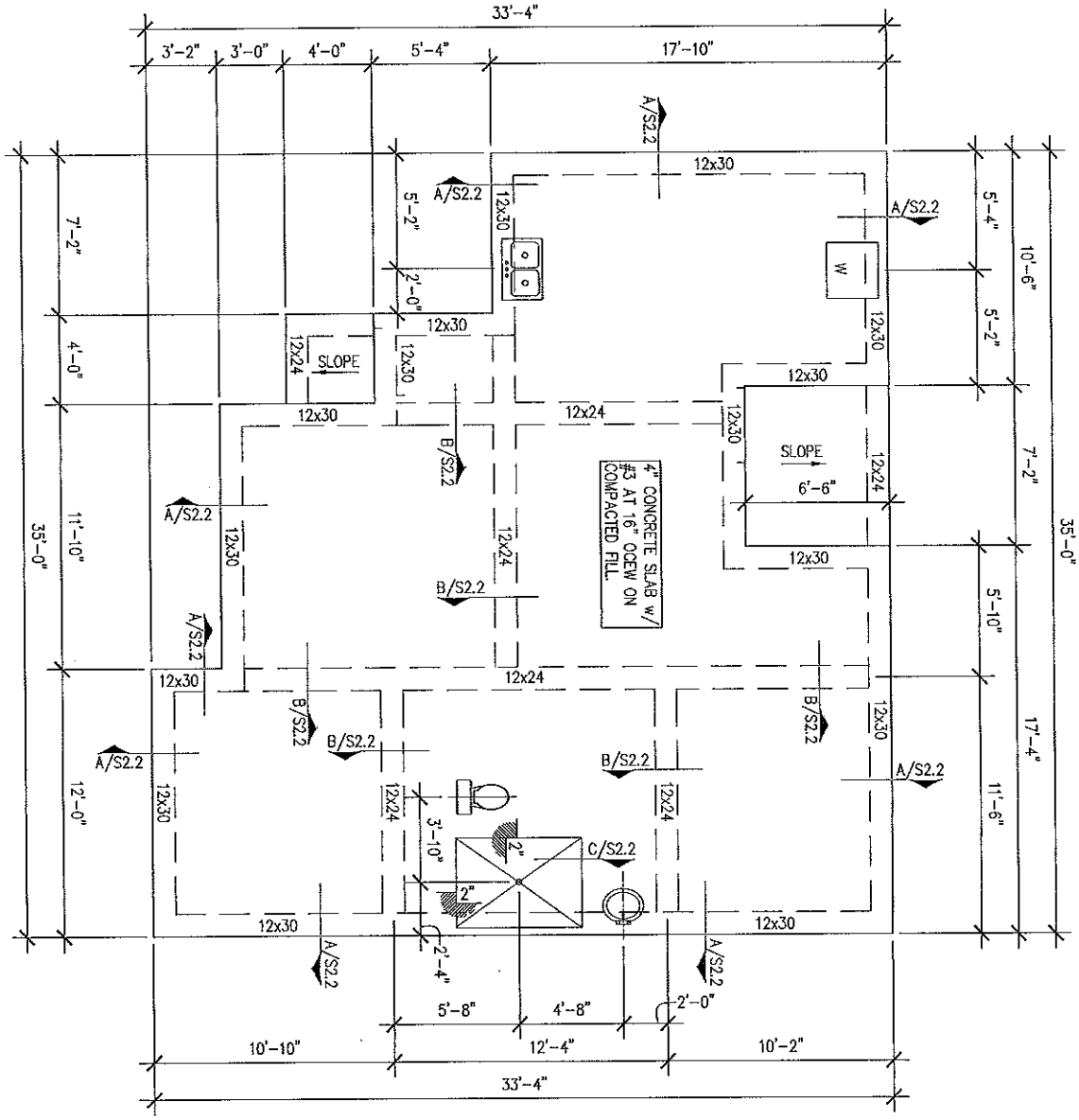
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

E1.1

ELIDA M. ACEVEDO

305 COLORADO STREET, WESLACO TX

TOTAL AREA
992 SQ. FT.



1 FOUNDATION PLAN

3/16" = 1'-0"

NOTES:

1. 4" THICK SLAB ON GRADE w/ #3 BARS AT 16" O.C.E.W. AT MID-DEPTH OF SLAB OVER 6 MIL. VISQUEEN OVER APPROVED COMPACTED FILL.
2. EXTERIOR GRADE BEAMS TO BE 12"x30" w/ 4-#5 BARS CONT. TOP AND BOTTOM w/ #3 STIRRUPS AT 24" o/c. A MINIMUM OF 6" IN DEPTH TO UNDISTURBED SOIL.
3. INTERIOR GRADE BEAMS TO BE 12"x24" w/ 4-#5 BARS CONT. TOP AND BOTTOM w/ #3 STIRRUPS AT 24" o/c. A MINIMUM OF 6" IN DEPTH TO UNDISTURBED SOIL.
4. CORNER BARS AT ALL CORNERS AND INTERSECTIONS SHALL BE #5 x 2'-0"x2'-0". APPLY 6x6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.
5. INSTALL ANCHOR BOLTS AT PERIMETER AT 48" o/c.
6. USE ONLY COMPACTED SELECT FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB, UNLESS OTHERWISE NOTED.

URBAN COUNTY PROGRAM

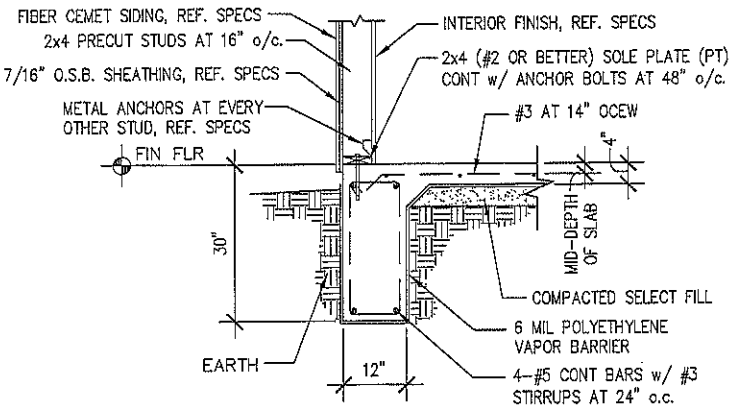
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

S2.1

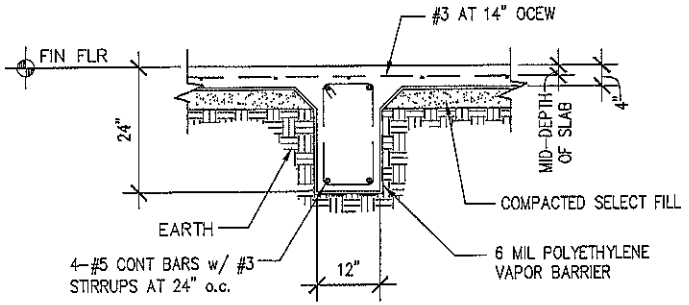
ELIDA M. ACEVEDO

305 COLORADO STREET, WESLACO TX

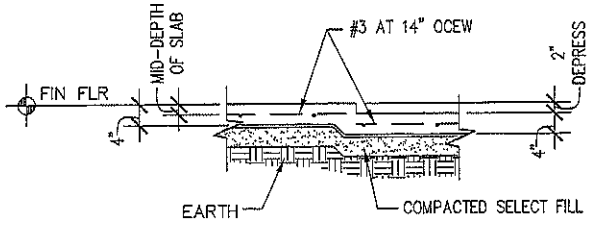
TOTAL AREA
992 SQ. FT.



A-EXTERIOR BEAM



B-INTERIOR BEAM



C-SHOWER DEPRESS

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

ELIDA M. ACEVEDO
305 COLORADO STREET, WESLACO TX

TOTAL AREA
992 SQ. FT.

S2.2

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) ELIDA M. ACEVEDO CASE NO.: # 3310 DATE: 5/3/17 ADDRESS: 305 COLORADO STREET WESLACO, TX PHONE: 956-274-2188 BY: ROBERT CAVAZOS

1. FOUNDATION WORK:

BUILD A NEW SLAB ON GRADE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT. PROVIDE A MIN. OF 12 X 25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

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  - WINDOW SILLS
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  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

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ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.
ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

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ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
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- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN R-49 FACTOR. (need a combined R-30 & R-19 to meet requirement)
- HAVE RULER INSTALLED FOR EVER 300 SQUARE FEET BEFORE FRAMING AND ROUGH-IN INSPECTION IS SCHEDULED.
- INFILTRATION FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH R-15 F.G. BATT.
- ALL EXTERIOR PIPES EXPOSED TO WEATHER SHALL BE INSULATED.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100. (2 COLOR CHOICE MIN).

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.
INSTALL 7/16" O.S.B. TO THE ENTIRE PERIMETER OF THE HOUSE AS PER MANUFACTURER'S SPECIFICATIONS. REFERENCE DETAIL.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN. KEEP LABELS ON WINDOWS UNTIL FINAL INSPECTION HAS BEEN CLEARED.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM FORMICA COUNTER TOP OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) COMPARABLE IN QUALITY TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS, INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS
BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

PROVIDE & INSTALL A 16 SEER CENTRAL AIR CONDITIONING COMPARABLE IN QUALITY TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOU'RE BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING SIDEWALKS, DRIVEWAYS, AND UTILITY LINES DURING DEMOLITION.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE FOUNDATION PAD.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN SECTION 23. GENERAL NOTES OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE PRIOR TO THE START OF CONSTRUCTION. FINES WILL BE ENFORCED.
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS (demo to final inspection) FINES WILL BE ENFORCED.
- SHOWER ENTRANCES TO BE 36" WIDE.
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) ELIDA M. ACEVEDO CASE NO.: # 3310 DATE: 5/3/17 ADDRESS: 305 COLORADO STREET WESLACO, TX PHONE: 956-274-2188 BY: ROBERT CAVAZOS

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

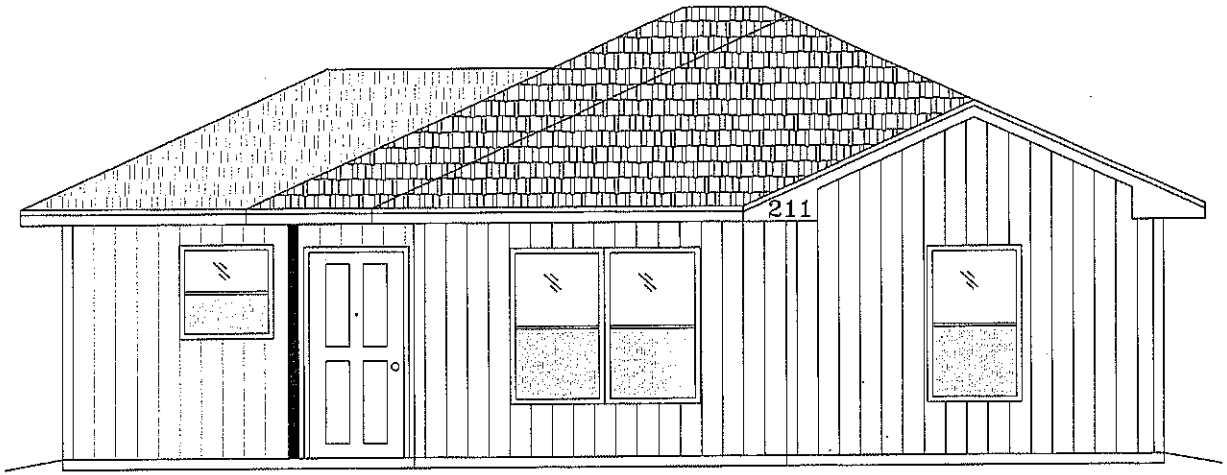
I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

E Lida M Acevedo

NAME OF APPLICANT

NAME OF CO-APPLICANT

NUNEZ RESIDENCE



JUAN &
MARIANITA NUNEZ
211 COMMERCIAL STREET
EDCOUCH, TEXAS 78538
CELL: 956-605-4055

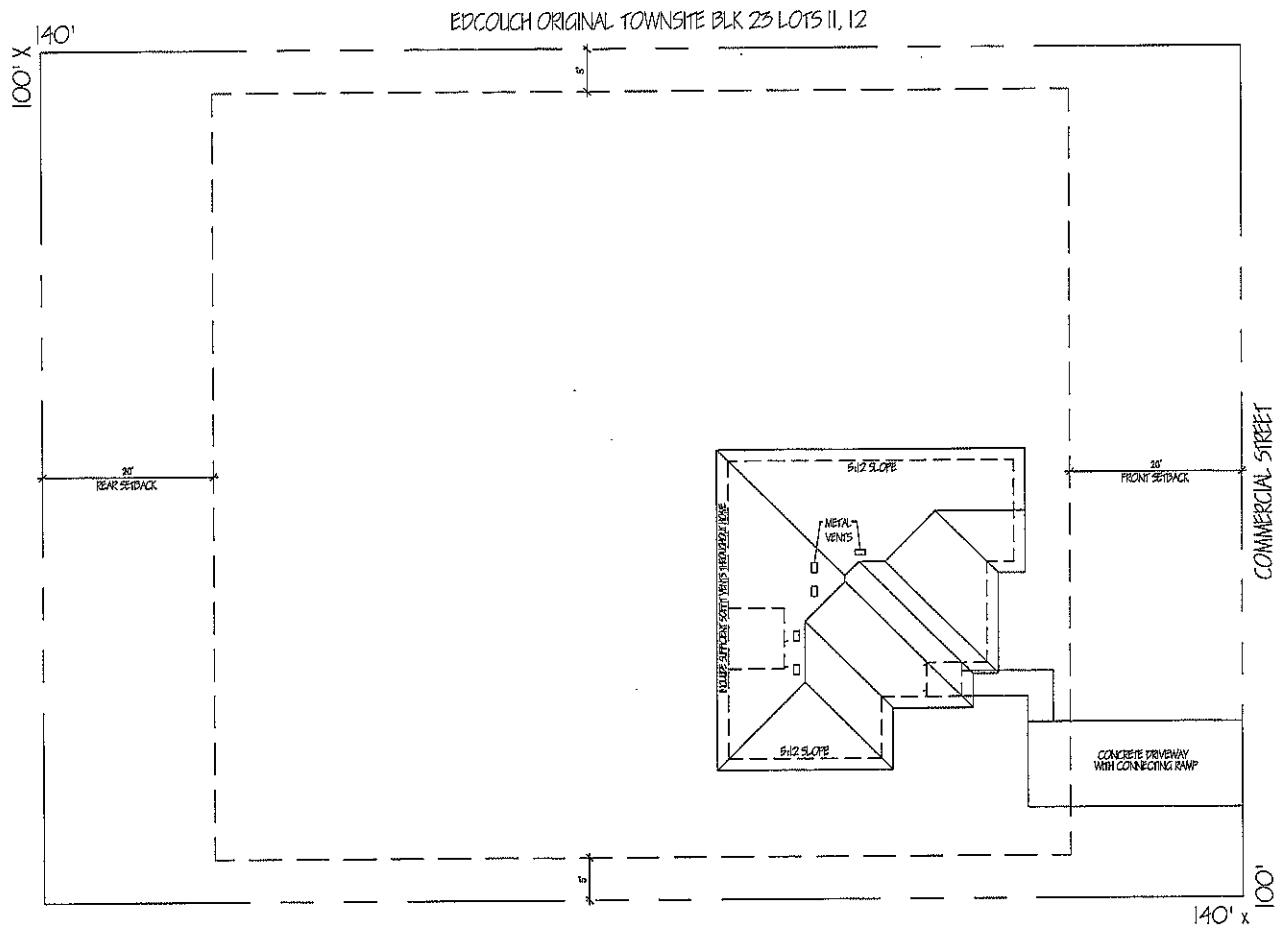
URBAN COUNTY PROGRAM
427 E. DURANTA STE 107- ALAMO
(956) 787-8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JUAN AND MARIANITA NUNEZ
211 COMMERCIAL STREET EDCOUCH, TX

TOTAL AREA
992 SQ. FT.

C1.0



1 ROOF/PLOT PLAN

NOTE:

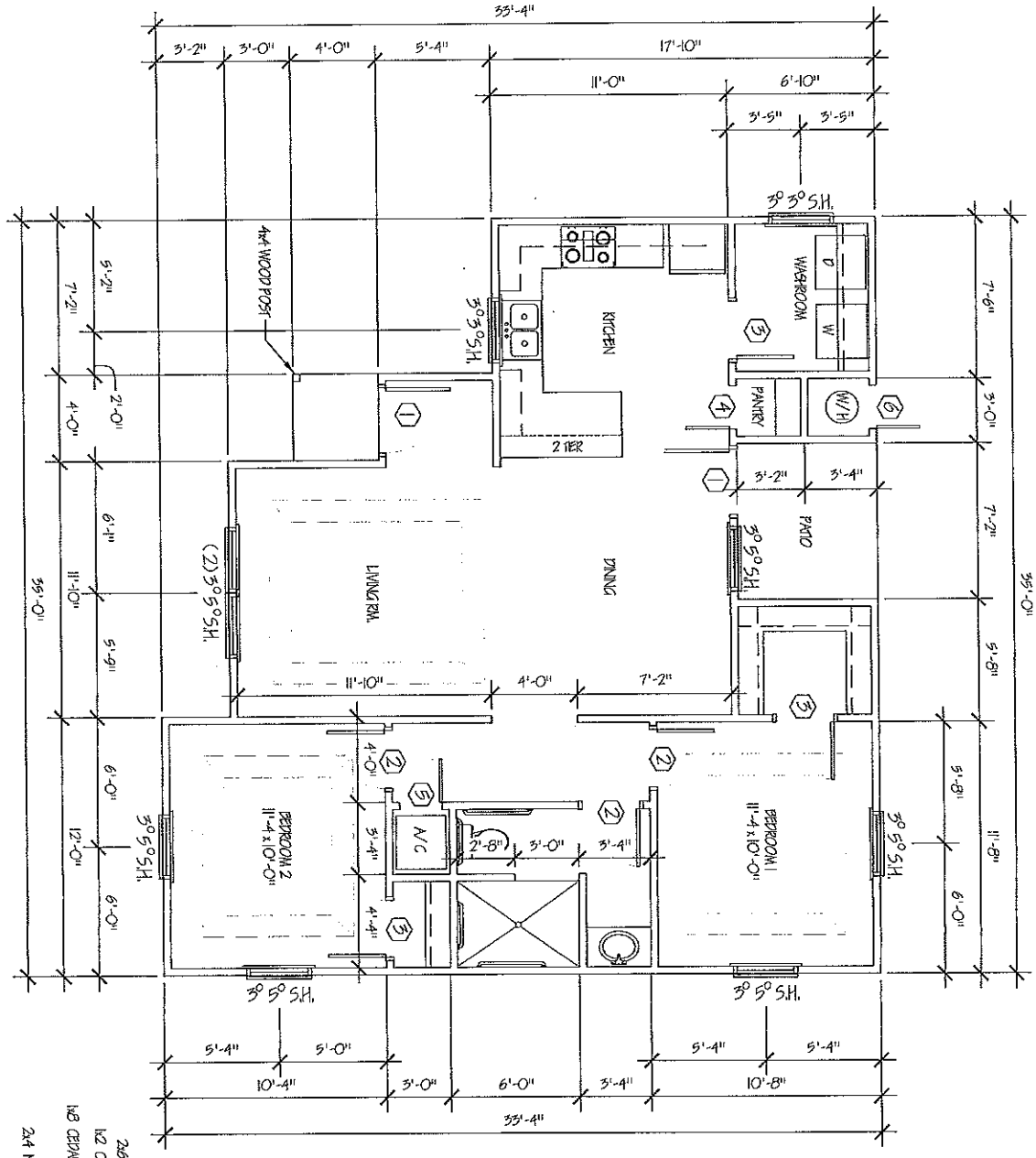
1. Please verify with city/ county on setbacks and for any requirements requarding sidewalk, driveway, landscaping, and any other obligations as per city regulations/ ordinances.
2. It is the responsibility of the Contractor to locate the rods and string the property. To avoid any problems it is now required and the responsibility of the Contractor to order a property survey by a professional engineer.
3. Any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk.
4. Provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter. In addition, remember to replace septic tank if needed and is more than 10 yrs old.

TOTAL AREA
992 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JUAN AND MARIANITA NUNEZ
211 COMMERCIAL STREET EDCOUCH, TX

AS1.1



1 FLOOR PLAN
3/16" = 1'-0"

SQUARE FOOTAGE	
LIVING AREA	990
PORCH/ PATIO	62
TOTAL SQ. FT.	992

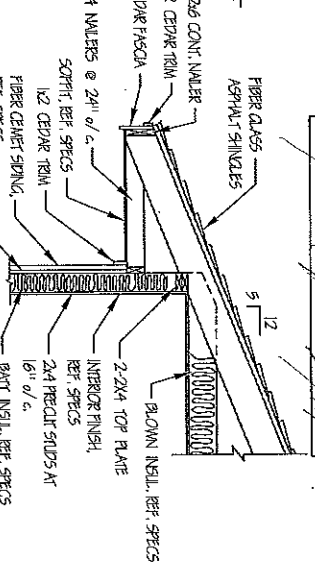
DOOR SCEDULE

DR#	TASK	SZ X 6 8	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL DEEP HOLES	30	METAL W/ LOW PROFILE WASHER	LEVER TYPE ENTRY LOCK W/ DEADBOLT
2	INSTALL NEW UNIT	28	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	28	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	20	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	20 x 40	HOLLOW CORE	A/C CLOSET PASSAGE
6	INSTALL NEW UNIT	20	HOLLOW METAL	LOCK W/ DEADBOLT

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE / SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 11" FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 8" FROM PORCH FLOOR.
-CLIENT IS REQUESTING CONNECTIONS FOR A GAS / ELECTRIC STOVE.
-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.
EXTERIOR COLOR CHOICES TO BE OR MATCH:
Sherwin Williams SW 7009 Swiss Coffee
INTERIOR COLOR CHOICES TO BE OR MATCH:
Sherwin Williams SW 7008 Alabaster

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 10th DAY OF August 2016
Marianita Nunez
Juan Nunez



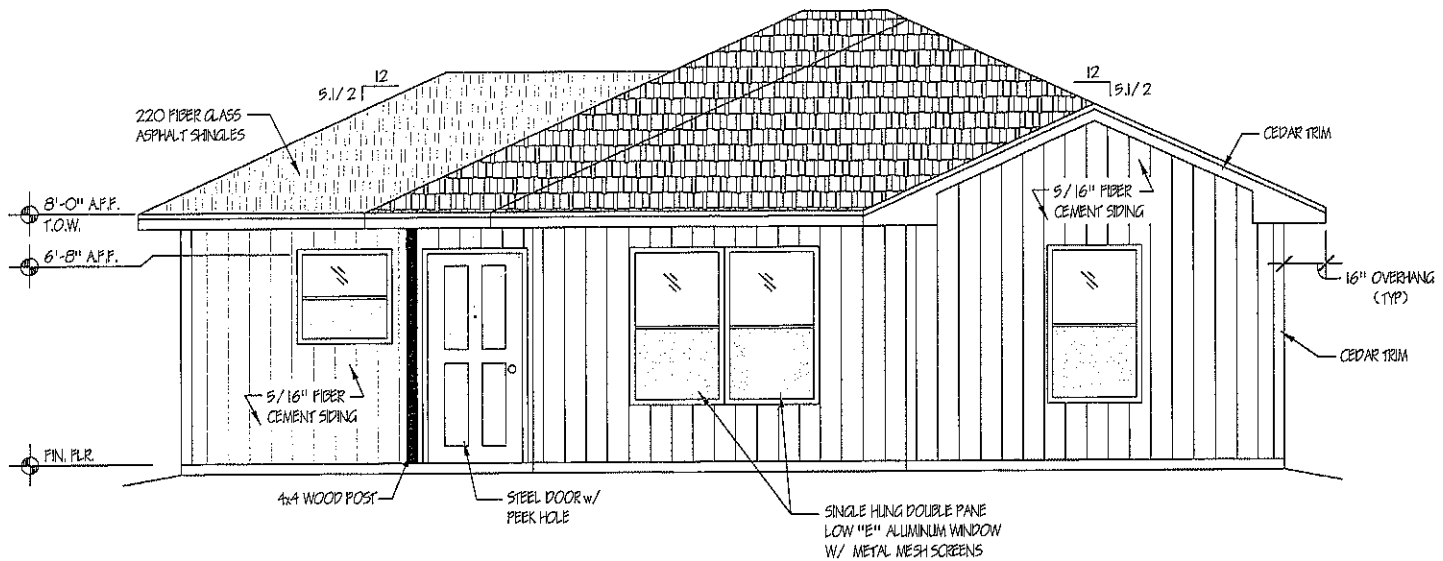
TYP. WALL SECTION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

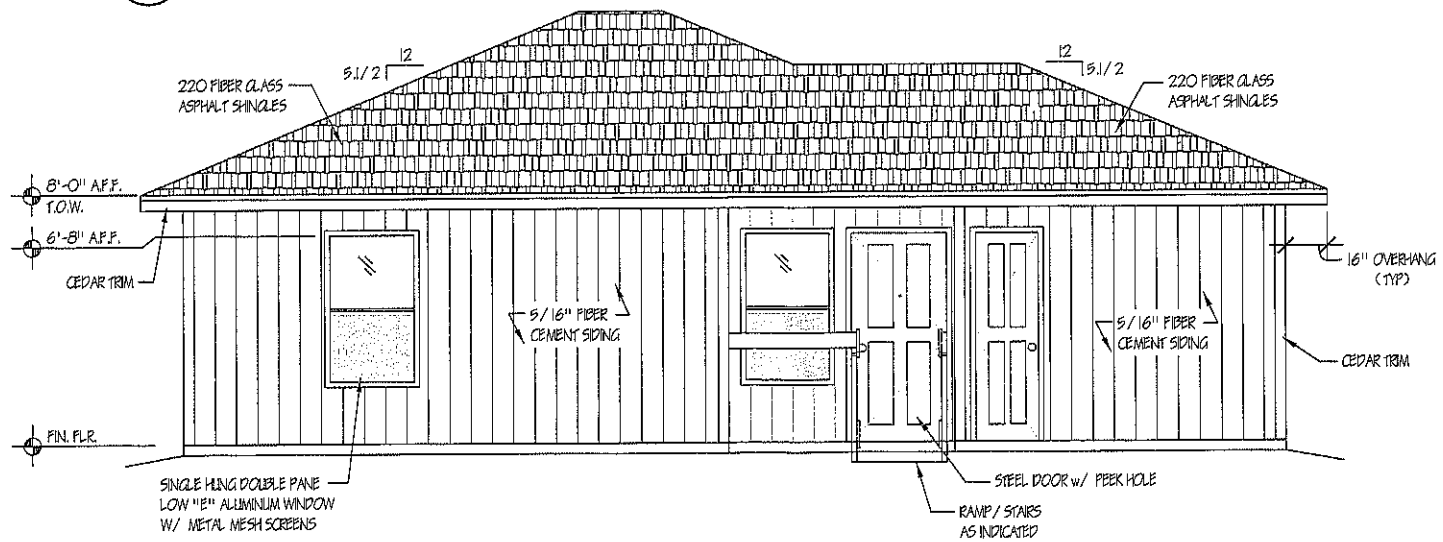
A1.1

JUAN AND MARIANITA NUNEZ
211 COMMERCIAL STREET EDCOUCH, TX

TOTAL AREA
992 SQ. FT.



1 FRONT ELEVATION



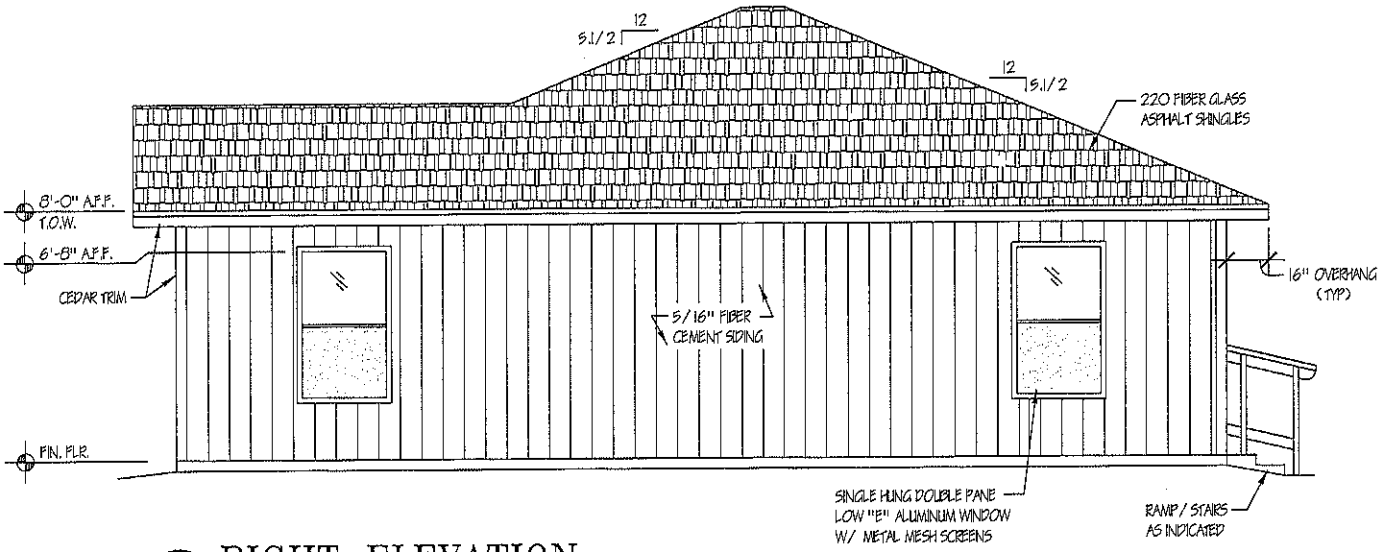
2 BACK ELEVATION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

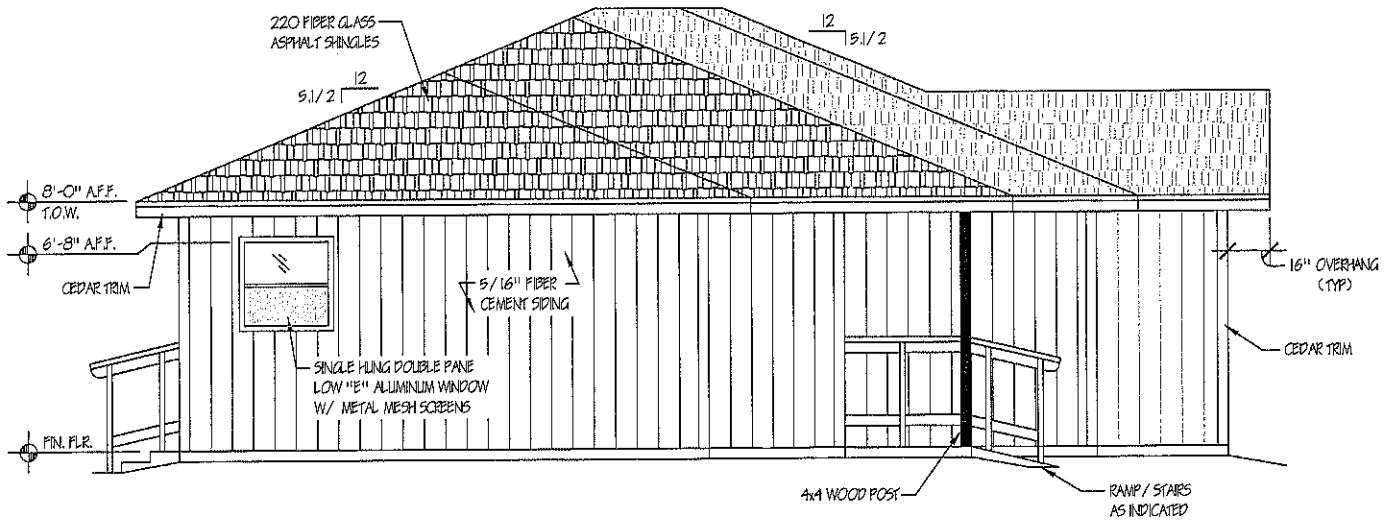
TOTAL AREA
992 SQ. FT.

JUAN AND MARIANITA NUNEZ
211 COMMERCIAL STREET EDCOUCH, TX

A1.2



1 RIGHT ELEVATION



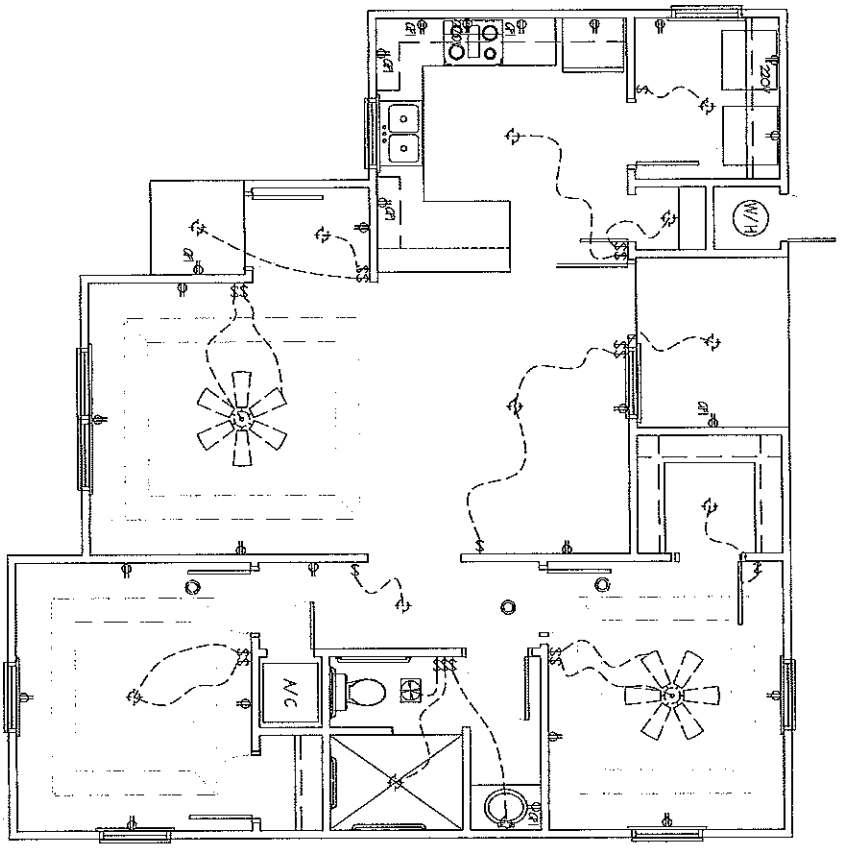
2 LEFT ELEVATION

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JUAN AND MARIANITA NUNEZ
211 COMMERCIAL STREET EDCOUCH, TX

TOTAL AREA
992 SQ. FT.

A1.3



1 ELECTRICAL PLAN
3/16" = 1'-0"

ELECTRICAL LEGEND

WH WATER HEATER	LIGHT FIXTURE
DUPLEX ELECTRICAL RECEPT.	$ LIGHT SWITCH
220V 220V DUPLEX ELECTRICAL RECEPTACLE	T THERMOSTAT
GFI GROUND FAULT CIRCUIT INTERRUPTER	SMOKE DETECTOR
BATHROOM EXHAUST FAN	

URBAN COUNTY PROGRAM

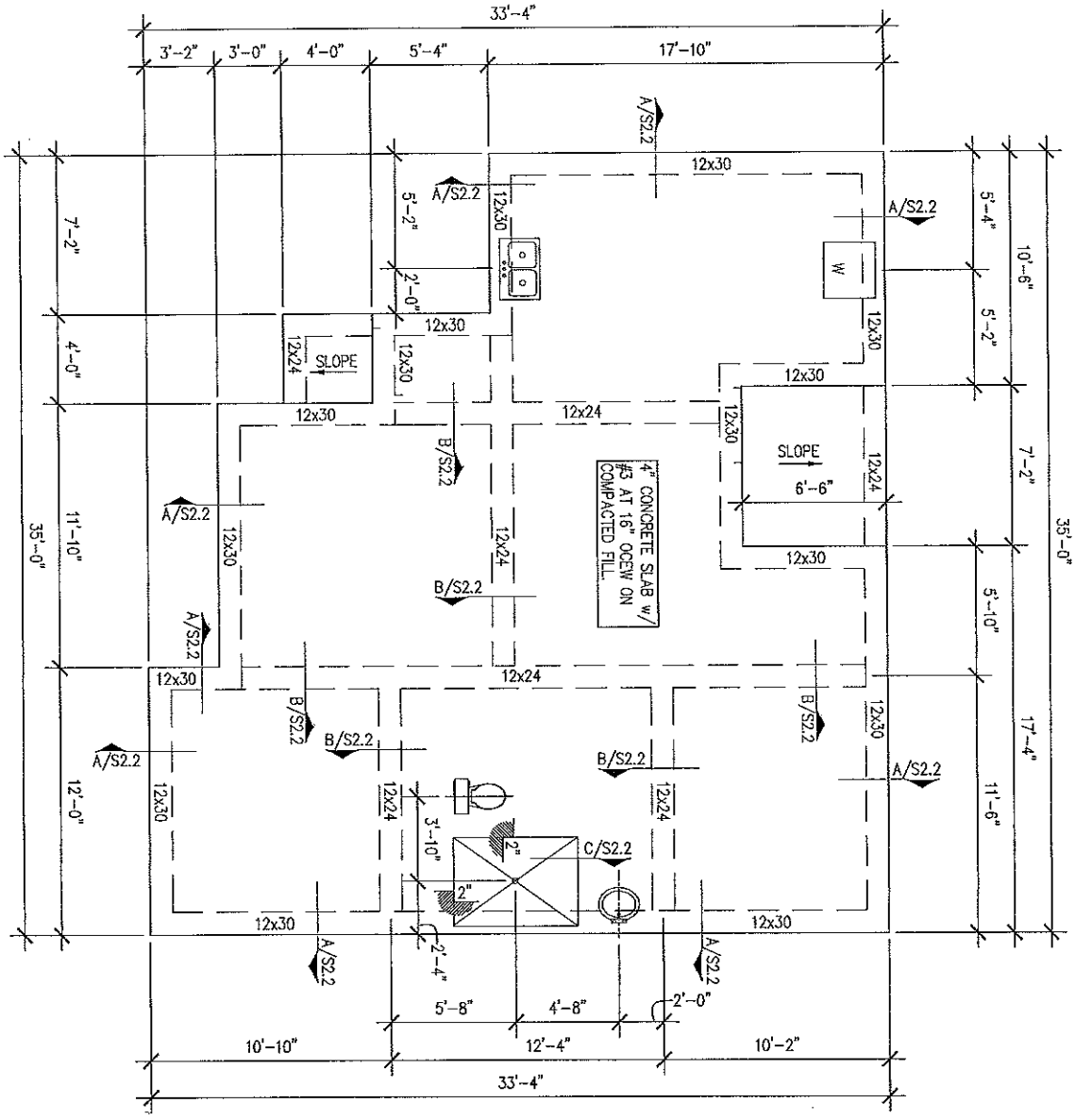
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

E1.1

JUAN AND MARIANITA NUNEZ

211 COMMERCIAL STREET EDCOUCH, TX

TOTAL AREA
992 SQ. FT.



1 FOUNDATION PLAN

3/16" = 1'-0"

NOTES:

1. 4" THICK SLAB ON GRADE w/ #3 BARS AT 16" O.C.E.W. AT MID-DEPTH OF SLAB OVER 6 MIL. VISQUEEN OVER APPROVED COMPACTED FILL.
2. EXTERIOR GRADE BEAMS TO BE 12"x30" w/ 4-#5 BARS CONT. TOP AND BOTTOM w/ #3 STIRRUPS AT 24" o/c. A MINIMUM OF 6" IN DEPTH TO UNDISTURBED SOIL.
3. INTERIOR GRADE BEAMS TO BE 12"x24" w/ 4-#5 BARS CONT. TOP AND BOTTOM w/ #3 STIRRUPS AT 24" o/c. A MINIMUM OF 6" IN DEPTH TO UNDISTURBED SOIL.
4. CORNER BARS AT ALL CORNERS AND INTERSECTIONS SHALL BE #5 x 2'-0"x2'-0". APPLY 6x6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.
5. INSTALL ANCHOR BOLTS AT PERIMETER AT 48" o/c.
6. USE ONLY COMPACTED SELECT FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB, UNLESS OTHERWISE NOTED.

URBAN COUNTY PROGRAM

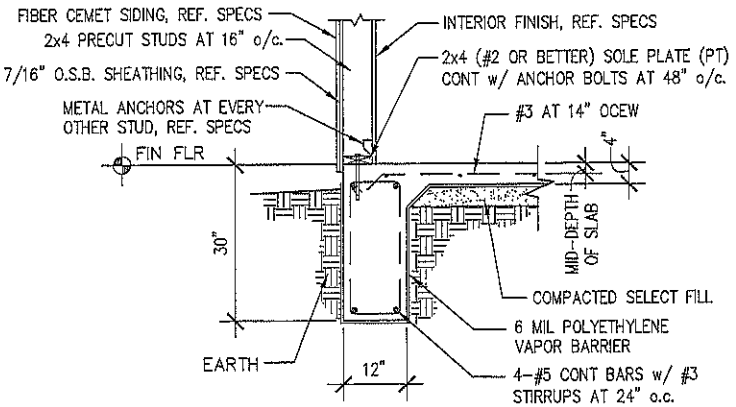
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

S2.1

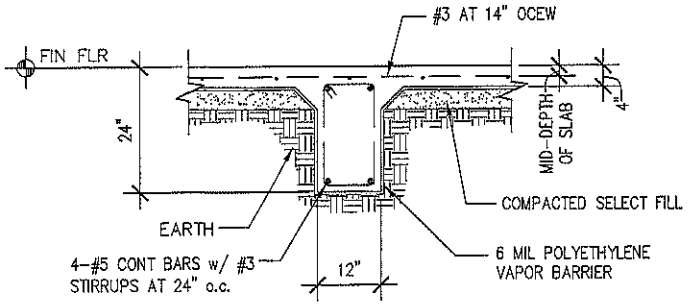
JUAN AND MARIANITA NUNEZ

211 COMMERCIAL STREET EDCOUCH, TX

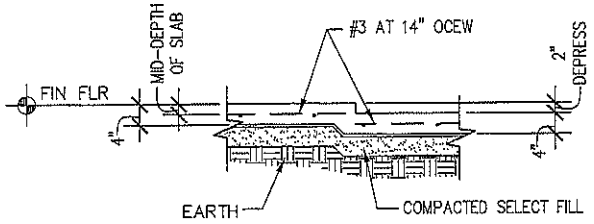
TOTAL AREA 992 SQ. FT.



A-EXTERIOR BEAM



B-INTERIOR BEAM



C-SHOWER DEPRESS

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JUAN AND MARIANITA NUNEZ
211 COMMERCIAL STREET EDCOUCH, TX

TOTAL AREA
992 SQ. FT.

S2.2

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) JUAN & MARIANITA NUNEZ CASE NO.: ED#20-17-01 DATE: 5/8/17 ADDRESS: 211 COMMERCIAL ST., EDCOUCH TX PHONE: 956-262-9725 BY: ROBERT CAVAZOS

1. FOUNDATION WORK:

BUILD A NEW SLAB ON GRADE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT. PROVIDE A MIN. OF 12 X 25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" PLYWOOD SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE.
ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.
ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF: (SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.** (need a combined R-30 & R-19 to meet requirement)
- HAVE RULER INSTALLED FOR EVER 300 SQUARE FEET BEFORE FRAMING AND ROUGH-IN INSPECTION IS SCHEDULED.
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER SHALL BE INSULATED.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
*ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS.** ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).*

8. EXTERIOR FINISH:

*PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100.** (2 COLOR CHOICE MIN).*

9. SIDING:

*THE SIDING SHALL BE 5/16" FIBER CEMENT WITH **ALL CEDAR TRIM TO ENTIRE HOUSE.***
INSTALL 7/16" O.S.B. TO THE ENTIRE PERIMETER OF THE HOUSE AS PER MANUFACTURER'S SPECIFICATIONS. REFERENCE DETAIL.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN. KEEP LABELS ON WINDOWS UNTIL FINAL INSPECTION HAS BEEN CLEARED.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS, INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS
BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

*PROVIDE & INSTALL A **16 SEER CENTRAL** AIR CONDITIONING **COMPARABLE IN QUALITY** TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOU'RE BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING SIDEWALKS, DRIVEWAYS, AND UTILITY LINES DURING DEMOLITION.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE FOUNDATION PAD.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23. GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE PRIOR TO THE START OF CONSTRUCTION. FINES WILL BE ENFORCED.
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS (demo to final inspection) FINES WILL BE ENFORCED.
- SHOWER ENTRANCES TO BE 36" WIDE.
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) JUAN & MARIANITA NUNEZ CASE NO.: ED#20-17-01 DATE: 5/8/17 ADDRESS: 211 COMMERCIAL ST., EDCOUCH TX PHONE: 956-262-9725 BY: ROBERT CAVAZOS

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

X Marianita F Nunez

NAME OF APPLICANT

X Juan Nunez Jr

NAME OF CO-APPLICANT

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: May 31, 2017 Bid Opening Time: 9:30 am

Description of Bid: Demolition and Reconstruction of One (1) Unit in the Countywide Area, Two (2) Units in the City of San Juan, Two (2) Units in the City of Weslaco, One (1) Unit in the City of Donna, One (1) Unit in the City of Edcouch, One (1) Unit in the City of Hidalgo, and one (1) unit in the City of Progreso

Grant #: M-15-UC-48-0501-RC-06

RG ENTERPRISES dba G & G CONTRACTORS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	M. Morales	$63,900.00	BB INCLUDED
2	R. Treviño	$59,900.00	BB INCLUDED
3	H. Espinosa	$59,900.00	BB INCLUDED
4	M. Mendoza	$59,900.00	BB INCULDED
5	Z. Pacheco	$59,900.00	BB INCLUDED
6	J. Nunez	$63,900.00	BB INCLUDED
7	E. Acevedo	$63,900.00	BB INCLUDED
8	J. Garza	$63,900.00	BB INCLUDED
9	E. Alaniz	$59,900.00	BB INCLUDED

QUALITY INVESTMENTS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	M. Morales	$63,777.00	BB INCLUDED
2	R. Treviño	$62,777.00	BB INCLUDED
3	H. Espinosa	$63,777.00	BB INCLUDED
4	M. Mendoza	$61,277.00	BB INCULDED
5	Zeferina Pacheco	$61,277.00	BB INCLUDED
6	J. Nunez	$61,277.00	BB INCLUDED
7	E. Acevedo	$61,777.00	BB INCLUDED
8	J. Garza	$62,277.00	BB INCLUDED
9	E. Alaniz	$63,277.00	BB INCLUDED

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/13/2017

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: VIOLA ALLEN	
EDDIE VILLARREAL INSURANCE AGENCY 2167 S. MCCOLL RD EDINBURG, TEXAS 78539 (956)381-0951	PHONE (A/C, NO, EXT): (956)381-0951	FAX (A/C, NO): (956)318-0237
	E-MAIL ADDRESS: viola.evillarreal@farmersagency.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
R G ENTERPRISES, LLC DBA G & G CONTRACTORS 711 E. WISCONSIN RD EDINBURG, TEXAS 78539	INSURER A: ESSEX INSURANCE COMPANY	39020
	INSURER B: TEXAS COUNTY MUTUAL	24392
	INSURER C: TEXAS MUTUAL INSURANCE CO.	22945
	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 NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC [ ] OTHER:			3ED8689	03/16/17	03/16/18	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000. $ 100,00. $ 5,000. $ 1,000,000. $ 2,000,000. $ 2,000,000.
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			604891354	03/14/17	03/14/18	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000. $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP-0001221990	03/15/17	03/15/18	[ ] PER STATUTE [X] OTHER 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)

GENERAL CONSTRUCTION

URBAN COUNTY HOUSING PROJECTS

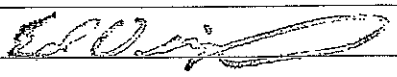
CERTIFICATE HOLDER

HIDALGO COUNTY URBAN COUNTY PROGRAM
427 DURANTE AVE., 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:
2017-215791

Date Filed:
05/30/2017

Date Acknowledged:
06/01/2017

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 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.

M-15-UC-48-0501-RC-06
DEMOLITION & RECONSTRUCTION OF (1) COUNTYWIDE AREA, (2) CITY OF SAN JUAN, (2) CITY OF WESLACO, ONE (1) CITY OF DONNA, (1) CITY OF EDCOUCH, HIDALGO, AND PROGRESO

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	
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

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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Certificate Number:
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RG Enterprises, LLC dba G&G Contractors
Edinburg, TX United States

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Hidalgo County Urban County Program

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M-15-UC-48-0501-RC-06
DEMOLITION & RECONSTRUCTION OF (1) COUNTYWIDE AREA, (2) CITY OF SAN JUAN, (2) CITY OF WESLACO, ONE (1) CITY OF DONNA, (1) CITY OF EDCOUCH, HIDALGO, AND PROGRESO

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	
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 31 day of May, 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
	Irma H Rodriguez	Notary

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sue Coyle	
Southern American Insurance Agency	PHONE (A/C, No, Ext): (281) 890-9294	FAX (A/C, No): (281) 890-2229
13823 Schmidt Road	E-MAIL ADDRESS: suec@southernamericanins.com	
Cypress TX 77429	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Texas Mutual Insurance Co.	22945
INSURED	INSURER B:	
Quality Investments, DBA: Emigdio Villanueva Jr.	INSURER C:	
P. O. Box 943	INSURER D:	
	INSURER E:	
Mission TX 78573	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17-18 WC **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						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A			0001112441	1/1/2017	1/1/2018	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

County of Hidalgo
Urban County Program
427 East Duaranta
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

S American Ins. Agcy, C. A. McClure

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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:
2017-218784

Date Filed:
06/05/2017

Date Acknowledged:
06/06/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

QUALITY INVESTMENTS
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County-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.

M-15-UC-48-0501-RC-06
Demolition and reconstruction of houses

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Emigdio, Villanueva, Jr	Mission, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

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:
2017-218784

Date Filed:
06/05/2017

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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.
QUALITY INVESTMENTS
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County-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.
M-15-UC-48-0501-RC-06
Demolition and reconstruction of houses

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Emigdio, Villanueva, Jr	Mission, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
Irene Montoya
My Commission Expires
07/26/2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Emigdio Villanueva, this the 6 day of June, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Irene Montoya
Printed name of officer administering oath

Notary
Title of officer administering oath

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **June 13, 2017**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Maria A. Morales**

BORROWER'S ADDRESS:

500 Catarina St.
Weslaco, Texas 78596

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

CONTRACTOR: **Emigdio Villanueva, Quality Investment**

CONTRACTOR'S ADDRESS:

519 E. 19th St., Ste B
Mission, Texas 78572

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$63,777.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$63,777.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION**: $63,777.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection

with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and 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. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. 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. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. 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.

14. Interpretation. 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. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. 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.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. 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 heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must

describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER(S):

_____
Maria A. Morales

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____
By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____
By: **Emigdio Villanueva**
Its: **Quality Investments**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **13** day of **June 2017**, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **13 day** of **June 2017**, by **Maria A. Morales.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **13 day** of **June 2017**, by **Emigdio Villanueva Quality Investment**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO EMIGDIO VILLANUEVAS, QUALITY INVESTMENTS, AT 519 E. 19TH ST., STE B, MISSION, TEXAS 78572 NOT LATER THAN MIDNIGHT OF JUNE 16, 2017.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER(S):

_____

Maria A. Morales

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

All of Lot 25, JESUS MARIA SUBDIVISION, re-subdivision of the North 10.11 acres of Lot 11 LLANO GRANDE GRANT, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"
SPECIAL CONDITIONS

None.

AI-60102 **Health & Human Services Dept.** **13. A.**

CC - REGULAR

Meeting Date: 06/13/2017

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

Submitted By: Rene Cavazos, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Pursuant to Chapter 121 Local Public Health Reorganization Act; Sec. 121.006, requesting approval of the Schedules of Fees effective June 13, 2017.

BACKGROUND

05/30/17 - Received from HHSC updated income guidelines based on 2017 Federal Poverty Level.
05/24/16 - AI-54686 - Previous Immunization Sliding Fee Schedule approved.
03/07/16 - AI-53571 - Previous Schedules of Fees approved.

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

Health Safety Code
Title V Sliding Fee Schedule
Full Pay Schedule
HHSC Notice
SLIDING FEE SCHEDULE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/02/2017 09:54 AM
Linda Flores	Linda Flores	06/08/2017 08:31 AM
Mike Escaname	Mike Escaname	06/08/2017 01:08 PM

Linda Flores	Linda Flores	06/08/2017 01:44 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM

Form Started By: Rene Cavazos Started On: 06/02/2017 09:50 AM

Final Approval Date: 06/09/2017

HEALTH AND SAFETY CODE

TITLE 2. HEALTH

SUBTITLE F. LOCAL REGULATION OF PUBLIC HEALTH

CHAPTER 121. LOCAL PUBLIC HEALTH REORGANIZATION ACT

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 121.001. SHORT TITLE. This chapter may be cited as the Local Public Health Reorganization Act.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.002. DEFINITIONS. In this chapter:

(1) "Essential public health services" means services to:

(A) monitor the health status of individuals in the community to identify community health problems;

(B) diagnose and investigate community health problems and community health hazards;

(C) inform, educate, and empower the community with respect to health issues;

(D) mobilize community partnerships in identifying and solving community health problems;

(E) develop policies and plans that support individual and community efforts to improve health;

(F) enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

(G) link individuals who have a need for community and personal health services to appropriate community and private providers;

(H) ensure a competent workforce for the provision of essential public health services;

(I) research new insights and innovative solutions to community health problems; and

(J) evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a

community.

(2) "Physician" means a person licensed to practice medicine by the Texas Medical Board.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 1, eff. June 19, 1999.
Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.0361, eff. April 2, 2015.

Sec. 121.003. POWERS OF MUNICIPALITIES AND COUNTIES. (a) The governing body of a municipality or the commissioners court of a county may enforce any law that is reasonably necessary to protect the public health.

(b) The governing bodies of municipalities and the commissioners courts of counties may cooperate with one another in making necessary improvements and providing services to promote the public health in accordance with Chapter 791, Government Code.

(c) The commissioners court of a county may grant authority under this subsection to a county employee who is trained by a health authority appointed by the county under Section 121.021, by a local health department established under Section 121.031, or by a public health district established under Section 121.041 and who is not a peace officer. The court may grant to the employee the power to issue a citation in an unincorporated area of the county to enforce any law or order of the commissioners court that is reasonably necessary to protect the public health. A citation issued under this subsection must state the name of the person cited, the violation charged, and the time and place the person is required to appear in court. If a person who receives a citation under this subsection fails to appear on the return date of the citation, the court may issue a warrant for the person's arrest for the violation described in the citation.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 562, Sec. 1, eff. Aug. 26, 1991.
Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.0362, eff. April 2, 2015.

Sec. 121.0035. REGULATION OF MOBILE FOOD UNITS AND ROADSIDE FOOD VENDORS IN CERTAIN POPULOUS AREAS. (a) In this section, "mobile food unit" and "roadside food vendor" have the meanings assigned under Section 437.001.

(b) A municipality with a population of 1.5 million or more and a county with a population of 3.4 million or more shall enforce state law and rules adopted under state law concerning mobile food units and roadside food vendors in the same manner that the county or municipality enforces other health and safety regulations relating to food service.

Added by Acts 2005, 79th Leg., Ch. 1288 (H.B. 2507), Sec. 1, eff. September 1, 2005.

Sec. 121.004. LOCAL HEALTH UNITS. A local health unit is a division of municipal or county government that provides public health services but does not provide each service listed under Section 121.006(d) or required of a public health district under Section 121.043(a).

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.
Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.0363, eff. April 2, 2015.

Sec. 121.005. STATE AND LOCAL AFFILIATION; CONTRACTS. (a) A local health unit, local health department, or public health district may become affiliated with the department to facilitate the exchange of information and the coordination of public health services.

(b) To be affiliated with the department, a local health unit, local health department, or public health district must annually provide to the department information relating to:

(1) services provided;

(2) staffing patterns; and

(3) funding sources and budget.

(c) The department may contract with a local health unit, local health department, or public health district for the provision of

public health services.

(d) The executive commissioner may adopt rules necessary to implement this section.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.
Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.0364, eff. April 2, 2015.

Sec. 121.006. PUBLIC HEALTH SERVICES FEES; STATE SUPPORT. (a) The governing body of a municipality, the commissioners court of a county, or the administrative board of a public health district may adopt ordinances or rules to charge fees for public health services.

(b) A municipality, county, or public health district may not deny public health services to an individual because of inability to pay for the services. A municipality, county, or public health district shall provide for the reduction or waiver of a fee for an individual who cannot pay for services in whole or in part.

(c) Chapter 783, Government Code, and standards adopted under that chapter control, if applicable, if the local health unit, local health department, or public health district receives state support for the provision of public health services.

(c-1) A fee for a public health service charged in the jurisdiction of a public health district may be uniform throughout the district regardless of which governmental entity member of the district charges the fee. The fee may be set at an amount up to the highest amount charged by any governmental entity member of the district.

(d) In this section, "public health services" means:

(1) personal health promotion and maintenance services;

(2) infectious disease control and prevention services;

(3) environmental and consumer health programs;

(4) public health education and information services;

(5) laboratory services; and

(6) administrative services.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 810 (S.B. 1380), Sec. 1, eff. September 1, 2007.

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.0365, eff. April 2, 2015.

Sec. 121.0065. GRANTS FOR ESSENTIAL PUBLIC HEALTH SERVICES. (a) Subject to the availability of funds, the department shall administer a program under which appropriated money may be granted to counties, municipalities, public health districts, and other political subdivisions for use by the counties, municipalities, public health districts, and other political subdivisions to provide or pay for essential public health services.

(b) The grants authorized by Subsection (a) shall be distributed equally between urban and rural areas of the state.

(c) The executive commissioner shall adopt rules governing:

(1) the allocation formula for grants awarded under this section;

(2) the manner in which a municipality, county, public health district, or other political subdivision applies for a grant;

(3) the procedures for awarding grants; and

(4) the minimum essential public health services to be provided under the grant and other standards applicable to the services to be provided under the grant.

(d) A municipality, county, public health district, or other political subdivision that receives a grant under this section, in consultation with the department, shall develop a plan to evaluate the effectiveness, accessibility, and quality of the essential public health services that are provided under the grant. The plan must:

(1) identify the outcomes that are intended to result from the use of the grant money and establish a mechanism to measure those outcomes; and

(2) establish performance standards for the delivery of essential public health services and a mechanism to measure compliance with those standards.

(e) The governing body of the municipality, the commissioners court of the county, or the members of a public health district may appoint a local health board to monitor the use of the money received

under this section.

(f) A public health board established under Section 121.034 or 121.046 may serve as the local health board authorized under Subsection (e).

(g) The governing body of the municipality or the commissioners court of a county may serve as the local health board authorized under Subsection (e). If the governing body of the municipality or the commissioners court of the county elects to serve as the local health board, the governing body or commissioners court may appoint an advisory committee to advise the governing body or commissioners court with respect to the use of the money granted under this section.

(h) Chapter 783, Government Code, and standards adopted under that chapter control if applicable to a grant made under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.
Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.0366, eff. April 2, 2015.

Sec. 121.0066. ESSENTIAL PUBLIC HEALTH SERVICES PROVIDED BY DEPARTMENT. (a) Subject to the availability of funds, the department may provide essential public health services for a population for which a municipality, county, public health district, or other political subdivision is not receiving a grant to provide those services under Section 121.0065.

(b) Subject to the availability of funds, the department shall develop a plan that complies with Section 121.0065(d) to evaluate the effectiveness, accessibility, and quality of essential public health services provided under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.007. PUBLIC HEALTH REGIONS. (a) The department may designate geographic areas of the state as public health regions to provide public health services.

(b) The department shall appoint a physician to serve as regional director for each public health region. The regional director is the chief administrative officer of the region. The

department shall establish the qualifications and terms of employment of a regional director.

(c) The department may require a regional director to perform the duties of a health authority. The regional director may perform those duties, as authorized by the department, in a jurisdiction in the region in which the health authority fails to perform duties prescribed under Section 121.024. The regional director shall perform the duties of a health authority in a jurisdiction in the region in which there is not a health authority.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 1, eff. Sept. 1, 1991; Acts 1999, 76th Leg., ch. 1378, Sec. 3, 8, eff. June 19, 1999.
Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.0367, eff. April 2, 2015.

Sec. 121.008. ANNUAL CONFERENCE. (a) The department shall hold an annual conference for health authorities and for directors of local health departments and public health districts. The commissioner or the commissioner's designee shall preside over the conference.

(b) A county or municipality may pay necessary expenses incurred by its health authority or director in attending the conference.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.
Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.0368, eff. April 2, 2015.

SUBCHAPTER B. HEALTH AUTHORITIES

Sec. 121.021. HEALTH AUTHORITY. A health authority is a physician appointed under the provisions of this chapter to administer state and local laws relating to public health within the appointing body's jurisdiction.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 2, eff. Sept. 1, 1991.

Sec. 121.022. QUALIFICATIONS. (a) A health authority must be:

(1) a competent physician with a reputable professional standing who is legally qualified to practice medicine in this state; and

(2) a resident of this state.

(b) To be qualified to serve as a health authority, the appointee must:

(1) take and subscribe to the official oath; and

(2) file a copy of the oath and appointment with the department.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.
Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.0369, eff. April 2, 2015.

Sec. 121.023. TERM OF OFFICE. A health authority serves for a term of two years and may be appointed to successive terms.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.024. DUTIES. (a) A health authority is a state officer when performing duties prescribed by state law.

(b) A health authority shall perform each duty that is:

(1) necessary to implement and enforce a law to protect the public health; or

(2) prescribed by the department.

(c) The duties of a health authority include:

(1) establishing, maintaining, and enforcing quarantine in the health authority's jurisdiction;

(2) aiding the department in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the health authority's jurisdiction;

(3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the health authority's jurisdiction to the department in the manner and at the times prescribed by the

department;

(4) reporting to the department on any subject on which it is proper for the department to direct that a report be made; and

(5) aiding the department in the enforcement of the following in the health authority's jurisdiction:

(A) proper rules, requirements, and ordinances;

(B) sanitation laws;

(C) quarantine rules; and

(D) vital statistics collections.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.
Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.0370, eff. April 2, 2015.

Sec. 121.025. REMOVAL FROM OFFICE. A health authority may be removed from office for cause under the personnel procedures applicable to the heads of departments of the local government that the health authority serves.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER C. MUNICIPALITIES AND COUNTIES WITHOUT ORGANIZED LOCAL PUBLIC HEALTH DEPARTMENTS OR DISTRICTS

Sec. 121.028. APPOINTMENT OF HEALTH AUTHORITY. (a) The governing body of a municipality or the commissioners court of a county that has not established a local health department or a public health district may appoint a physician as health authority to administer state and local laws relating to public health in the municipality's or county's jurisdiction.

(b) The governing body of a municipality or the commissioners court of a county described by Subsection (a) that is receiving a grant under Section 121.0065 shall appoint a physician as health authority.

(c) An individual appointed to serve as health authority for a county or municipality may serve as the health authority for one or more other jurisdictions under an interlocal contract made in

accordance with Chapter 791, Government Code.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991.
Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 4, eff. June 19, 1999.

Sec. 121.029. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the department, or by this or any other law, to a properly qualified physician to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the department as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the department.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the time to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity that appoints the health authority and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991.
Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.0371, eff. April 2, 2015.

SUBCHAPTER D. LOCAL HEALTH DEPARTMENTS

Sec. 121.031. ESTABLISHMENT. The governing body of a municipality or the commissioners court of a county may establish a local health department by majority vote.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.032. POWERS AND DUTIES. A local health department may perform all public health functions that the municipality or county that establishes the local health department may perform.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 5, eff. June 19, 1999.

Sec. 121.033. DEPARTMENT DIRECTOR. (a) The governing body of a municipality or the commissioners court of a county shall appoint the director of the municipality's or county's local health department.

(b) The director is the chief administrative officer of the local health department, and if the director is a physician, the director is the health authority in the local health department's jurisdiction.

(c) The governing body of a municipality or the commissioners court of a county may designate a person to perform its appointment duties under this section.

(d) A director of a local health department who is not a physician shall appoint a physician as the health authority in the local health department's jurisdiction, subject to the approval of the governing body or the commissioners court, as appropriate, and the department.

(e) The governing body or the commissioners court, as appropriate, shall set the compensation of the director and the health authority in its jurisdiction, except that the compensation, including a salary, may be allowed only for services actually rendered.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, Sec. 5.07(a), eff. Sept. 1, 1989. Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.0372, eff. April 2, 2015.

Sec. 121.0331. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the department, or by this or any other law, to a properly qualified physician who is employed by the municipality's or county's local health department to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the department as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the department.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the delegation to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity or entities that appoint the health authority and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 7, eff. Sept. 1, 1991.
Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.0373, eff. April 2, 2015.

Sec. 121.034. PUBLIC HEALTH BOARD. (a) The governing body of a municipality that establishes a local health department may provide for the creation of an administrative or advisory public health board and the appointment of representatives to that board.

(b) The commissioners court of a county that establishes a local health department may provide for the creation of an advisory public health board and the appointment of representatives to that board.

(c) The director of the local health department is an ex officio, nonvoting member of any public health board established for the local health department.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER E. PUBLIC HEALTH DISTRICTS

Sec. 121.041. ESTABLISHMENT. By a majority vote of each governing body, a public health district may be established by:

(1) two or more counties;

(2) two or more municipalities;

(3) a county and one or more municipalities in the county; or

(4) two or more counties and one or more municipalities in those counties.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.042. ADMISSION TO DISTRICT. (a) Any governmental entity, including a school district, may apply to become a member of a public health district.

(b) The governing body of each member shall review the application.

(c) The governmental entity may be admitted to membership on terms acceptable to the applicant and the members if a majority of the governing body of each member approves the application.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.043. POWERS AND DUTIES. (a) A public health district may perform any public health function that any of its members may perform unless otherwise restricted by law.

(b) For purposes of Section 121.005, a public health district shall be identified by its program of public health services and

shall, at a minimum, provide the services listed under Section 121.006(d).

(c) A public health district may sue and be sued.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 476, Sec. 3, eff. Aug. 26, 1991.
Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.0374, eff. April 2, 2015.

Sec. 121.044. COOPERATIVE AGREEMENT. (a) The members of a public health district shall prepare a written cooperative agreement that sets out fully the terms of operation of the district.

(b) The terms in a cooperative agreement must include:

(1) organizational structure;

(2) financial administration; and

(3) procedures for:

(A) modification of the cooperative agreement;

(B) admission, withdrawal, and expulsion of members;

(C) dissolution of the district; and

(D) selection and removal of a director.

(c) A cooperative agreement must be:

(1) approved by the governing body of each member; and

(2) signed by the appropriate officers of each governing body.

(d) A modification of a cooperative agreement must be in writing. A modification is effective on approval by the governing body of each member.

(e) A copy of a cooperative agreement and of each modification shall be:

(1) included in the minutes of the governing body of each member; and

(2) filed with the clerk of each county and municipality in the district and with the department.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.045. DISTRICT DIRECTOR. (a) The members of a public

health district shall appoint the director of the district.

(b) The director is the chief administrative officer of the public health district, and if the director is a physician, the director is the health authority in the district's jurisdiction.

(c) A member may designate a person to perform its appointment duties under this section.

(d) A director of a public health district who is not a physician shall appoint a physician as the health authority for the district, subject to the approval of the members and the department.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, Sec. 5.07(a), eff. Sept. 1, 1989. Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.0375, eff. April 2, 2015.

Sec. 121.0451. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the department, or by this or any other law, to a properly qualified physician who is employed by the public health district to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the department as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the department.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the delegation to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity or entities that appoint the health authority and

the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 7, eff. Sept. 1, 1991. Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.0376, eff. April 2, 2015.

Sec. 121.046. PUBLIC HEALTH BOARD. (a) The cooperative agreement of a public health district may provide for the creation of an advisory or administrative public health board.

(b) An advisory public health board shall advise the members and director on matters of public health.

(c) An administrative public health board may adopt substantive and procedural rules that are necessary and appropriate to promote and preserve the health and safety of the public. However, an administrative board may not adopt a rule that is not specifically authorized by state law, conflicts with a law of this state, or conflicts with an ordinance of a municipality or county in the district.

(d) A public health board may perform any function relating to the operation of the public health district that is required under the cooperative agreement.

(e) The terms of a cooperative agreement that provides for a public health board must include:

(1) the composition and number of the representatives that compose the public health board;

(2) a method for appointing representatives to the public health board;

(3) the length of the representatives' terms, which must be staggered;

(4) a requirement that a representative must have resided in the district for at least three years before the date of the representative's appointment;

(5) a requirement that each representative serve without

compensation;

(6) the manner in which a vacancy is filled for an unexpired term;

(7) the procedure and substantive criteria for the removal of a representative; and

(8) a description of the relationship between the director and the public health board.

(f) The director is an ex officio, nonvoting member of a public health board established by the cooperative agreement.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.047. FINANCES. The members of a public health district shall pay the costs necessary to operate the district, including costs for:

(1) staff salaries;

(2) supplies;

(3) suitable offices;

(4) health and clinic centers;

(5) health services and facilities; and

(6) maintenance.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER F. PUBLIC HEALTH CONSORTIUM

Sec. 121.101. DEFINITION. In this chapter, "consortium" means the public health consortium established under this subchapter.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 6, eff. June 19, 1999.

Sec. 121.102. CONSORTIUM ESTABLISHED. Subject to availability of funds, the department shall establish a public health consortium composed of:

(1) The University of Texas Health Science Center at San Antonio;

(2) The University of Texas M. D. Anderson Cancer Center;

(3) The University of Texas Southwestern Medical Center;

(4) The University of Texas Medical Branch at Galveston;

(5) The University of Texas Health Science Center at Houston;

(6) The University of Texas Health Science Center at Tyler;

(7) the Texas Tech University Health Sciences Center;

(8) The Texas A&M University Health Science Center;

(9) the University of North Texas Health Science Center at Fort Worth; and

(10) any other public institution of higher education that elects to participate in the consortium.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 6, eff. June 19, 1999. Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 179 (H.B. 1844), Sec. 15, eff. September 1, 2013.

Sec. 121.103. GENERAL DUTIES. (a) Subject to the availability of funds, the department, in consultation with the consortium and local health units, local health departments, and public health districts, shall:

(1) develop curricula to provide training to public health workers;

(2) conduct research on improving health status outcomes and methods of monitoring those outcomes;

(3) develop performance standards for local health units, local health departments, and public health districts;

(4) develop competency certification standards for public health workers; and

(5) study the technology infrastructure available to local health units, local health departments, and public health districts and improve the use of this infrastructure to permit:

(A) statewide communication relating to disease surveillance and reporting of public health information; and

(B) immediate access to public health information and collaboration among public health professionals.

(b) The training curricula described by Subsection (a)(1) may include training for local health authorities.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 6, eff. June 19, 1999.

Hidalgo County Health and Human Services Department
Income Guidelines & Schedule of Charges - Sliding Fee Schedule
TITLE V & NON-TITLE V CLIENTS INCLUDING TUBERCULOSIS CLIENTS

	TITLE V ELIGIBLE CLIENTS		NON - TITLE V CLIENTS	
Family Size	**0 - 100 %**	**101 - 185 %**	**186 - 200 %**	**201 % & Over**
1	$0.00 - $1,005.00	$1,015.00 - $1,860.00	$1,869.00 - $2,010.00	$2,020.00
2	$0.00 - $1,353.00	$1,367.00 - $2,504.00	$2,517.00 - $2,707.00	$2,720.00
3	$0.00 - $1,702.00	$1,719.00 - $3,149.00	$3,166.00 - $3,404.00	$3,421.00
4	$0.00 - $2,050.00	$2,070.00 - $3,793.00	$3,813.00 - $4,100.00	$4,120.00
5	$0.00 - $2,398.00	$2,422.00 - $4,437.00	$4,460.00 - $4,797.00	$4,820.00
6	$0.00 - $2,747.00	$2,774.00 - $5,082.00	$5,109.00 - $5,494.00	$5,521.00
7	$0.00 - $3,095.00	$3,126.00 - $5,726.00	$5,757.00 - $6,190.00	$6,221.00
8	$0.00 - $3,443.00	$3,478.00 - $6,371.00	$6,404.00 - $6,887.00	$6,920.00
CHARGE	**NO CO-PAY**	**25%**	**30%**	**FULL PAY**
TB CLIENTS	**NO CO-PAY**	**25%**	**25%**	**25%**

Copay will be assessed based on (but not to exceed) allowed percentage of the total visit charge.

*** If income falls between 100% & 101%, round down to 100%**

*** If income falls between 185% & 186%, round down to 185%**

*** If income falls between 200% & 201%, round down to 200%**

DO NOT COLLECT ON ANY PREVIOUS BALANCES FOR ANY PROGRAM.

TB clients 0 - 100%, No Copay; TB clients at 101% & over, Copay is 25% of the total visit charge.

* NO COPAY FOR CONTACT INVESTIGATIONS, PPD'S OR DOT'S
* NO COPAY ON INITIAL NURSE ONLY
* COPAY WILL BE ASSESSED ON PHYSICIANS E/M VISITS
* COPAY WILL BE ASSESSED ONCE A MONTH ONLY (MONTHLY TOXICITY)

This Schedule shall be used to determine if a client is eligible to pay in accordance with the Eligibility Guidelines; however, services shall not be denied due to inability to pay.

Revised 06/13/2017

Hidalgo County Health and Human Services Department

FULL PAY CLIENT'S PAYMENT SCHEDULE

(Effective June 13, 2017)

HCHHSD Family Planning / Wellness Health Programs:

Family Planning / Wellness Intake (Female / Male) ----- (Vitals Only / No Lab)	$ -
Family Planning (Female / Male) & Wellness Health Physical Exam (Female / Male):	
(All appropriate labs included) ----------	$ 50.00
Family Planning for female age 25 and under----------	$ 25.00

Repeat / Follow Up Lab Fees (Female / Male):

Pap Smear ----------	$ 35.00
CT / GC ----------	$ 35.00
RPR ----------	$ 5.00
CBC ----------	$ 5.00
HIV ----------	$ 10.00
Glucose Serum ----------	$ 5.00
Rubella ----------	$ 5.00
IUD Removal ----------	$ 20.00

Family Planning Supplies:

Depo Provera (one injection) ----------	$ 30.00
Foam (one) ----------	$ -
Condoms (Only 24 every 3 months) ----------	$ -

Walk-In Services:

Pregnacy Test ----------	$ -
Newborn Screen ----------	$ 35.00
TB Skin Test (TST) (to include reading) ----------	$ 15.00
Copy of Record / Imm / IMMTRAC / TST Card --	$ 5.00
Flu Vaccine - Quadrivalent (Private) ----------	$ 20.00

Fees for Department purchased vaccines will be based on the purchase and administration charges.

PRENATAL (Non-Title V / Medicaid / CHIP):

Prenatal Intake (In-House Lab Only) ----------	$ -
Prenatal Physical Exam:	
Pap Smear ----------	$ 25.00
CT / GC ----------	$ 35.00
Prenatal Panel (ABO/Type/Rubella/HepB/RPR/CBC) -	$ 30.00
CBC ----------	$ 5.00
HIV ----------	$ 10.00
QUAD ----------	$ 35.00
Glucose Serum ----------	$ 5.00
3 Hr. GTT ----------	$ 20.00
Glucose 50 gm Venous(1hr CHO)----------	$ 5.00
Repeat / Follow Up Lab Fees (Apply same fees as above)	
Prenatal Return Visit ----------	$ -

Prenatal Supplies:

Prenatal Vitamins ----------	$ -
Iron ----------	$ -

CHILD HEALTH (Non-Title V / Medicaid / CHIP):

Child Health Physical Exam (0 - 20 yrs) ----------	$ 30.00
Lead Screen ----------	$ 10.00
Total Hemoglobin ----------	$ 3.00
Total Cholesterol ----------	$ 3.00
Glucose Fasting ----------	$ 3.00

Note: Immunizations & PPD are part of the CH PE as per the periodicity schedule / recommendations.

STD (OV/Intake (to include HIV & RPR) ----------	$ 10.00
STD PE (HIV, RPR & TX) ----------	$ 25.00
STD FU/Intake (RPR, HIV & Treatment ----------	$ 10.00

*** Note:** Fees for Family Planning, Prenatal & Child Health above are for clients that do not comply with program screening processes (Medicaid/CHIP/WHP). **In addition,** HCHHSD Prenatal, Family Planning (non-Medicaid/WHP) & Wellness Health and STD & Walk-in clients (one-time service) are set fees as above.

CHARGES WILL BE COLLECTED PER ESTABLISHED GUIDELINES IN THE SCREENING, BILLING & CO-PAY MANUAL.

Mike Escaname

Subject: FW: 2017 FPL Documents
Attachments: 29 Appdx D PHC Co-pay Schedule 2Workdoc draft 2017.docx

Importance: High

From: Bourda,Michael (HHSC/DSHS) [mailto:Michael.Bourda@hhsc.state.tx.us]
Sent: Tuesday, May 30, 2017 2:26 PM
To: Importance: High

Dear Title V Contractors:

Attached is an updated EF05-13227 Household Eligibility Form with the latest FPL guidelines. Please replace your older forms with this one now. We are in the process of updating the website, but the old one is still there at the moment. We will inform you when the new worksheet is on the site. Thanks.

Michael Bourda, LMSW, CTCM
Title V Contract Manager
Specialty Health Care Services
Email: michael.bourda@hhsc.state.tx.us P: 512-776-3028

TEXAS Health and Human Services | Medical and Social Services

Please note My email address has changed. Please be sure to update your contact information with my new email address.

HHSC Specialty Health Care Services
HOUSEHOLD Eligibility Worksheet

TEXAS Health and Human Services

PART I – APPLICANT INFORMATION

Name (Last, First, Middle)	Today's Date (MM-DD-YYYY)	Eligibility Effective Date (MM-DD-YYYY)
Case Record Action ■ Adjunctive ■ Presumptive ■ Supplemental ■ Approved ■ Denied	Client/Case #	Type of Determination ■ New ☐Re-certification
Texas resident ☐ Yes ☐ No		
Other benefits or health care coverage (Medicaid, Medicare, CHIP, private health insurance, VA, TRICARE, etc.)		
Special circumstances		

PART II – HOUSEHOLD INFORMATION

1.	Notes
2.	
3.	
4.	
5.	
6.	

PART III – INCOME INFORMATION

Income Type	Name(s) of household member(s) with income		Documentation of income *(if applicable)*
Gross earned income			
Cash gifts/contributions			
Child support income			
Dividends/interest/royalties			
Loans (non-educational)			
Lawsuit/lump-sum payments			
Mineral rights			
Pensions/annuities			
Reimbursements			
Social security payments			
Unemployment payments			
VA payments			
Worker's compensation			
Total countable income			
Deductions	-	-	
Net countable income			Household FPL **%**

PART IV– PROGRAM ELIGIBILITY

1. ☐ BCCS ☐ FP ☐ PHC ☐ Title V/MCH	**2.** ☐ BCCS ☐ FP ☐ PHC ☐ Title V/MCH	**3.** ☐ BCCS ☐ FP ☐ PHC ☐ Title V/MCH
4. ☐ BCCS ☐ FP ☐ PHC ☐ Title V/MCH	**5.** ☐ BCCS ☐ FP ☐ PHC ☐ Title V/MCH	**6.** ☐ BCCS ☐ FP ☐ PHC ☐ Title V/MCH
Co-Pay/Fees		

Name of Agency	Signature – Agency / Staff Member	Date

HHSC Specialty Health Care Services
HOUSEHOLD Eligibility Worksheet Instructions

PART I - APPLICANT INFORMATION

Fill in the boxes with the applicant's information. Check the appropriate boxes.

Other benefits or health care coverage: Document other benefits received/denied. (An applicant or family member eligible for Medicare Part A/B must be referred to the Medicare Prescription Drug Plan (Part D) for prescription drug benefits.)

Special circumstances: Document any special circumstances.

PART II – HOUSEHOLD INFORMATION

Fill in the boxes with members of the household.

This number will include a person living alone or two or more persons living together where legal responsibility for support exists.

Legal responsibility for support exists between: persons who are legally married (including common-law marriage), a legal parent and a minor child (including unborn children), or a legal guardian and a minor child.

(Title V contractors may add whether household members are US citizens, eligible immigrants, or non-US citizens.)

Program Eligibility by 2017 Federal Poverty Level (FPL)

Effective March 1, 2017

Family	Title V - MCH	PHC BCCS	FP
Size	185% FPL	200% FPL	250% FPL
1	$1,860	$2,010	$2,513
2	2,504	2,707	3,384
3	3,149	3,404	4,255
4	3,793	4,100	5,125
5	4,437	4,797	5,996
6	5,082	5,494	6,867
7	5,726	6,190	7,738
8	6,371	6,887	8,609
9	7,015	7,584	9,480
10	7,660	8,280	10,350
11	8,304	8,977	11,221
12	8,948	9,674	12,092
13	9,593	10,370	12,963
14	10,237	11,067	13,834
15	10,882	11,764	14,705

PART III - INCOME INFORMATION

Income may be either earned or unearned. If actual or projected income is not received monthly, convert it to a monthly amount using one of the following methods:

- weekly income is multiplied by 4.33;
- income received every two weeks is multiplied by 2.17;
- income received twice a month is multiplied by 2.

Fill in the *Income Type* table with name(s) of household member(s) and income amounts.

Calculate the *Total countable income*.

Calculate the *Deductions*:

- child support payments;
- dependent childcare;
  - up to $200 per child per month for children under age 2;
  - up to $175 per child per month for children age 2 and older;
- adults with disabilities;
  - up to $175 per adult per month.

Total the *Net countable income*.

Calculate the household FPL using the applicable DSHS program policy and fill in the *Household FPL* box.

Use the *Documentation of income* box for notes (if applicable).

PART IV – PROGRAM ELIGIBILITY

Determine program eligibility for each household member using the corresponding numbers from the household information section.

Document applicable copayments and fees by program in the *Co-Pay/Fees* box.

Fill in the *Name of Agency*, sign, and date.

Hidalgo County Health and Human Services Department
Income Guidelines & Schedule of Charges - Sliding Fee Schedule
IMMUNIZATIONS

(Monthly Income)

Family Size	0 - 100 %	101 - 185 %	186 - 200 %	201 % & Over
1	$0.00 - $1,005.00	$1,015.00 - $1,860.00	$1,869.00 - $2,010.00	$2,020.00
2	$0.00 - $1,353.00	$1,367.00 - $2,504.00	$2,517.00 - $2,707.00	$2,720.00
3	$0.00 - $1,702.00	$1,719.00 - $3,149.00	$3,166.00 - $3,404.00	$3,421.00
4	$0.00 - $2,050.00	$2,070.00 - $3,793.00	$3,813.00 - $4,100.00	$4,120.00
5	$0.00 - $2,398.00	$2,422.00 - $4,437.00	$4,460.00 - $4,797.00	$4,820.00
6	$0.00 - $2,747.00	$2,774.00 - $5,082.00	$5,109.00 - $5,494.00	$5,521.00
7	$0.00 - $3,095.00	$3,126.00 - $5,726.00	$5,757.00 - $6,190.00	$6,221.00
8	$0.00 - $3,443.00	$3,478.00 - $6,371.00	$6,404.00 - $6,887.00	$6,920.00
FEE PER VACCINE	**$5.00**	**$5.00**	**$10.00**	**$14.00 Max Charge**

*** If income falls between 100% & 101%, round down to 100%**

*** If income falls between 185% & 186%, round down to 185%**

*** If income falls between 200% & 201%, round down to 200%**

DO NOT COLLECT ON ANY PREVIOUS BALANCES FOR ANY PROGRAM.

ADULT IMMUNIZATION EXPANSION PROGRAM $20.00 PER VACCINE

This Schedule shall be used to determine if a client is eligible to pay in accordance with the Eligibility Guidelines; however, services shall not be denied due to inability to pay.

Revised 06/13/2017

AI-60097 **Emergency Management** **14. A.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Ricardo Saldana, EMERGENCY MANAGEMENT

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: EMERGENCY MANAGEMENT

Information

CAPTION

Requesting authority to purchase promotional items such as, but not limited to: pens, pencils, backpacks, etc. for use by the Office of Emergency Management during Community Outreach Fairs, Expos, etc. relating to the department's initiative of promoting emergency preparedness awareness.

BACKGROUND

Hidalgo County Emergency Management Req # 343773

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
2000	EA	Neon Colored Pencil	.14	$322.00
1000	EA	12" Mood Wood Ruler	.78	$825.00
1000	EA	Crayon 4 pack w/ logo	.31	$364.00
250	EA	Non Woven Camo Drawstring Backpack	2.27	$612.50
1000	EA	Die Cut Plastic Bag	.27	$315.00
1000	EA	Coloring Book-Home Safety	.52	$551.50
				$3,416.20

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-429-00-110-075-0-610

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

BUDGETARY IMPACT:

Funds available as of 06/05/2017

Attachments

Safeguard Quote-School Items

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/02/2017 08:55 AM

Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Sandra Deleon		Started On: 06/01/2017 04:41 PM
Final Approval Date: 06/09/2017		

Req #343773

Safeguard Universal , LLC

Printing Solutions for Your Business

Main Office: 2741 Swantner St. • Corpus Christi, TX 78404 • (361) 884-8640 • Toll Free (800) 221-7419 •Fax (361) 884-8015

PROPOSAL

TO: Hidalgo County Emergency Management

Monica Hinojosa

FROM: Melanie Saenz

Thanks for the giving us the opportunity to provide you with this quotation!

DATE	APPROX. MNFG TIME	FOB POINT	TERMS	VOID AFTER
4/12/2017	2 WKS	Location	NET 30 DAYS (With Open Account)	30 DAYS

QUANTITY	ITEM NUMBER	DESCRIPTION	RETAIL	EXTENDED PRICE
2000	MQUGI-EGTBR	Neon Colored Pencil (1 Color Imprint) - 10% Discount	.14/ea	280.00
		10% Discount - Setup		34.20
1000	POVFJ-IEDIK	12" Mood Wood Ruler (1 Color Imprint) - 10% Discount	.78/ea	780.00
		10% Discount - Setup		45.00
1000	MSVBE-FCVGJ	Crayon 4-Pack with logo (1 Color Imprint) - 10% Discount	.31/ea	310.00
		10% Discount - Setup		54.00
250	GOTGG-GYGPT	Non Woven Camo Drawstring Backpack (1 Color Imprint) - 10% Discount	2.27/ea	567.50
		10% Discount - Setup		45.00
1000	ZUSGK-LJZIV	Die Cut Plastic Bag (1 Color Imprint) - 10% Discount	.27/ea	270.00
		10% Discount - Setup		45.00
1000	SWBFD-KBUDS	Coloring Book - Home Safety with Harriet the Hippo (1 Color Imprint) - 10% Discount	.52/ea	520.00
		10% Discount - Setup		31.50
		Freight:		434.00
			Total	3416.20
		Buy Board Contract #508-16		

COMMENTS: _____

Yes! Please place an order for the items and quantities circled above..

Signature _____ Title _____ Date: _____

ALL PRINTED ITEMS SUBJECT TO A 10% OVER/UNDER RUN (All over/under runs will be billed at the Unit Price)

AI-60150 **Head Start** **16. A.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action authorizing the submittal of supplemental application for budget year 1/1/17 to 12/31/17 in the amount of $259,717.00 for a 1% cost of living adjustment (COLA) retroactive to 1-1-17

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Head Start funds.

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/06/2017 02:35 PM
Ivan Cantu	Ivan Cantu	06/06/2017 02:48 PM
Ivan Cantu	Ivan Cantu	06/06/2017 02:48 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Monica Salinas		Started On: 06/06/2017 02:31 PM
Final Approval Date: 06/09/2017		

ADMINISTRATION FOR
CHILDREN & FAMILIES

Office of Head Start | Region VI | 1301 Young Street, Room 937, Dallas, TX 75202 | www.eclkc.ohs.acf.hhs.gov

June 2, 2017

Ramon Garcia, County Judge
Hidalgo County Head Start Program
1901 W State Highway 107
McAllen, TX 78504

Re: Grant No. 06CH010420

Dear Mr. Garcia:

The Consolidated Appropriations Act, 2017, contains an increase of approximately $85 million for programs under the Head Start Act for Fiscal Year (FY) 2017. A portion of the increase provides a cost-of-living adjustment (COLA) of 1.0 percent, depending on final funding decisions, to assist grantees in increasing staff salaries and fringe benefits and offsetting higher operating costs.

The following table reflects the amount of the COLA for the Head Start and/or Early Head Start programs in FY 2017.

Common Accounting Number (CAN)	COLA Amount
Head Start Program Operations	$259,717
Early Head Start Program Operations	
TOTAL	**$259,717**

Submission Requirements

Program Instruction ACF-PI-HS-17-02, dated May 12, 2017, informed Head Start and Early Head Start grantees and delegate agencies of the intended uses of these funds and announced the opportunity for grantees to apply for the funds. Please review the Program Instruction carefully to ensure your supplemental application meets the requirements for funding and contains all of the necessary information.

The supplemental application is due June 30, 2017 and must be submitted in the Head Start Enterprise System (HSES) at https://hses.ohs.acf.hhs.gov/hsprograms. Please select the Financials tab, Application tab, Fiscal Year 2017 and the budget period to add the 'Supplement' amendment type. For technical assistance in preparing the application, please contact the HSES Help Desk at help@hsesinfo.org or 1-866-771-4737.

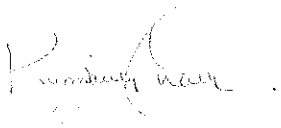
Please ensure the program narrative, budget and detailed budget justification submitted in the application documents demonstrate:

- An increase of 1.0 percent in the hourly rate of pay for each Head Start/Early Head Start employee and the pay scale subject to the provisions of Sections 653 and 640(j) of the Head Start Act;
- The rationale if employees are receiving less than the 1.0 percent COLA or differential COLA increases;
- The provision of the 1.0 percent increase to all delegate agencies and partners or justification if the full percentage is not provided to delegate agencies and partners;
- The planned uses for the balance of the COLA funds to offset higher operating costs;
- Each source of non-federal match, including the estimated amount per source and the valuation methodology; and
- A detailed justification that conforms with the criteria under Section 640(b)(1)-(5) of the Head Start Act if the application proposes a waiver of any portion of the non-federal match requirement.

Signed statements of the Governing Body and Policy Council Chairs along with Governing Body and Policy Council minutes documenting each group's participation in the development and approval of the supplemental application must be provided. The application must be submitted on behalf of the Authorizing Official registered in the HSES. **Incomplete applications will not be processed.**

Please ensure the application contains all of the required information. If you have any questions or need assistance, please contact Heather Colwell, Head Start Program Specialist, at (214) 767-8850 or heather.colwell@acf.hhs.gov or Gerald Scroggins, Grants Management Specialist, at (214) 767-8703 or gerald.scroggins@acf.hhs.gov. Thank you for your cooperation and timely submission of the grant application.

Sincerely,



Kimberly Chalk
Regional Program Manager
Office of Head Start

cc: Teresa Flores, Head Start Director and Executive Director

Sec. 640. ALLOTMENT OF FUNDS; LIMITATIONS ON ASSISTANCE
(j) Any agency that receives financial assistance under this subchapter to improve the compensation of staff who provide services under this subchapter shall use the financial assistance to improve the compensation of such staff, regardless of whether the agency has the ability to improve the compensation of staff employed by the agency who do not provide Head Start services.

Hidalgo County Head Start Program

P. O. Box 0117 1901 West Highway 107
Edinburg, Texas 78540-0117 McAllen, Texas 78504
Telephone 956-383-0706, Fax 956-380-2588

Cost of Living (COLA) Funds as per ACF letter dated June 2, 2017

Narrative

The Hidalgo County Head Start Program (HCHSP) is submitting a supplemental application for a Cost of Living Adjustment for fiscal year 2017 as per letter dated June 2, 2017, from the Administration of Children and Families. The supplemental application is for the budget period 01/01/2017 to 12/31/2017 in the amount of $259,717. These funds will strengthen HCHSP's efforts in retaining qualified trained personnel at all levels of our organization as we continue to provide the highest quality of Head Start services to the children and families of Hidalgo County.

(HCHSP) works with the most challenging and youngest population in Hidalgo County and therefore, it becomes very critical that the most qualified, appropriately educated and experienced staff be attracted, employed and retained by the Program. Studies show that the strategies necessary to support the successful recruitment and retention of credentialed and degreed professionals must reflect a direct and permanent financial support by the Program. In our case, these strategies must also respond to a competitive environment where increasing demand for degreed staff becomes more prevalent, as our Program continues to forge ahead and partner with the local School Districts in our service area.

This application supports our commitment to help children and their families become emotionally, socially, and academically ready for a successful continuation in their educational journey as they transition from Head Start to public schools.

Furthermore, Head Start families will benefit significantly from skilled personnel that promote the Program's resolve in the achievement of Program Goals, School Readiness Goals and Family Engagement Outcomes.

In summary, this Cost of Living Adjustment (COLA) funding application will:

- Implement a 1 percent increase in the hourly pay for each Head Start full time employee and the pay scale subject to the provisions of Sections 653 and 640(j) of the Head Start Act
- Assist with our successful partnerships with local school districts.
- Ensure the continuation of high quality Head Start services to the families of Hidalgo County.
- Facilitate the recruitment and retention of qualified professional staff at all levels of the organization.
- Support our school readiness goals and family engagement outcomes.

Hidalgo County Head Start Program

P. O. Box 0117 1901 West Highway 107
Edinburg, Texas 78540-0117 McAllen, Texas 78504
Telephone 956-383-0706, Fax 956-380-2588

Budget Narrative-Federal Share

The Hidalgo County Head Start Program is submitting a Cost Of Living Adjustment (COLA) for the following proposed Federal program costs that are accompanied with an explanation and justification for the proposed expenditures. All personnel costs are reasonable and conform to 45 CFR Part 75.402.

Personnel (Object class category 6.a)

Proposed salaries are appropriate and competitive in the region and county. The staff of the Hidalgo County Head Start Program will meet all Head Start requirements and regulations. Salaries are aligned with prevailing wages in the area as well with federally recommended levels.
The prorated COLA funding will increase salaries as follows:

Titles	No. of Positions	Salary Increase
Teachers	186	$54,567
Assistant Teachers	186	$38,146
Disability Aides	19	$3,897
Center Managers	37	$12,380
SS Facilitators	6	$1,803
SS Assistants	73	$14,995
Custodians	49	$5,915
Maintenance/Bus Drivers/Bus Aides/Warehouse Staff/ 13 Part Time Employees (PTE's)	66.50	$13,697
Central Office Admin/Clerks/Secretaries/ Others	55	$24,432
Total Salaries/Personnel	677.50	$169,832

Fringe Benefits (object class category 6.b)

In addition to adequate salaries the Hidalgo County Head Start staff receives a fringe benefit plan that is reasonable and conforms to 45 CFR Part 75.404. Fringe benefits will reflect increases as a result of higher salaries as follows.

Fringe Benefits	Amount
Medicare	$2,463
Unemployment	$713
Workers Compensation	$1,739
Pension	$11,812
Social Security	$10,530
Total Fringe Benefits	$27,257
Total Salaries and Fringe Benefits	**$197,089**

Hidalgo County Head Start Program

P. O. Box 0117 1901 West Highway 107
Edinburg, Texas 78540-0117 McAllen, Texas 78504
Telephone 956-383-0706, Fax 956-380-2588

Supplies (Object Class Category 6.e)

Phonemic Awareness Curriculum 186 @ $150.00	$27,900
Kindermusik Curriculum 18 @ $1,900.00	$34,200
Miscellaneous Classroom supplies; Crayons, paper, glue, etc.,	$ 528
Total Supplies	**$62,628**

Total Federal Share	**$259,717**

Budget Narrative-Non-Federal Share

The following are the proposed Non-Federal Resources to be provided by The Hidalgo County Head Start Program. The listed resources meet the requirements for In-Kind contributions as per 45 CFR Part 75.306(f). Our School Readiness Partnerships with local school districts continues to yield great benefits in curriculum and instruction and in In-Kind/Matching contributions to the Program. We currently have 87 public school early childhood certified teachers in our Head Start classrooms, funded by the school districts that co-teach with our Head Start teachers in our classrooms.

1. PERSONNEL (Object Class Category 6.A)

Volunteer	Service Provided	Rate	Value
School teachers under the School Readiness Program	Classroom instructions to our children	1 teacher(s) X $338.77/day X 145 days	$49,122
Parent Involvement	Assist with take home activity instruction provided by the classroom teacher	1 volunteer x $78.88/day x 145 days	$11,438

3. Supplies (Object Class Category 6. e)

Used	Donation	Rate	Value
Classroom	Consumable (paper, art supplies, books and	N/A	$4,369

Total In-Kind/Matching Funds	**$64,929**

Grand Total All Funds	**$324,646**

AI-60190 **Precinct #1** **17. A.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: David Suarez, COMM. PCT. #1 **Submitted By:** Mari Gutierrez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Authorization and Approval to rename CR 1281 in Pct. 1 to Lico Rd. as recommended by LRGVDC - 911

BACKGROUND

CR 1281 is located between Mile 3 1/2 West and "E" Street in Weslaco Texas

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Lico Rd.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/07/2017 03:55 PM
Ivan Cantu	Ivan Cantu	06/08/2017 08:42 AM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Mari Gutierrez		Started On: 06/07/2017 03:43 PM
Final Approval Date: 06/09/2017		

Memorandum

To: Danny Guzman, R.O.W. Prcnt 1

Cc:

From: Raul Madero Program Supv II 9-1-1 Dept

Date: May 4, 2017

Re: Petition to Commissioner's Court

Mr. Guzman,

There is no problem using the name "Lico Rd" to rename CR 1281 as there is no conflict with similar sounding street names in Hidalgo County.

ROAD NAME PETITION

Please accept the attached petition as our request to name a dedicated road that's in front of our homes.

These are the three (3) names we have selected for our road.

1. Lico road
2. Sweetie road
3. Jamaica road

Thank you

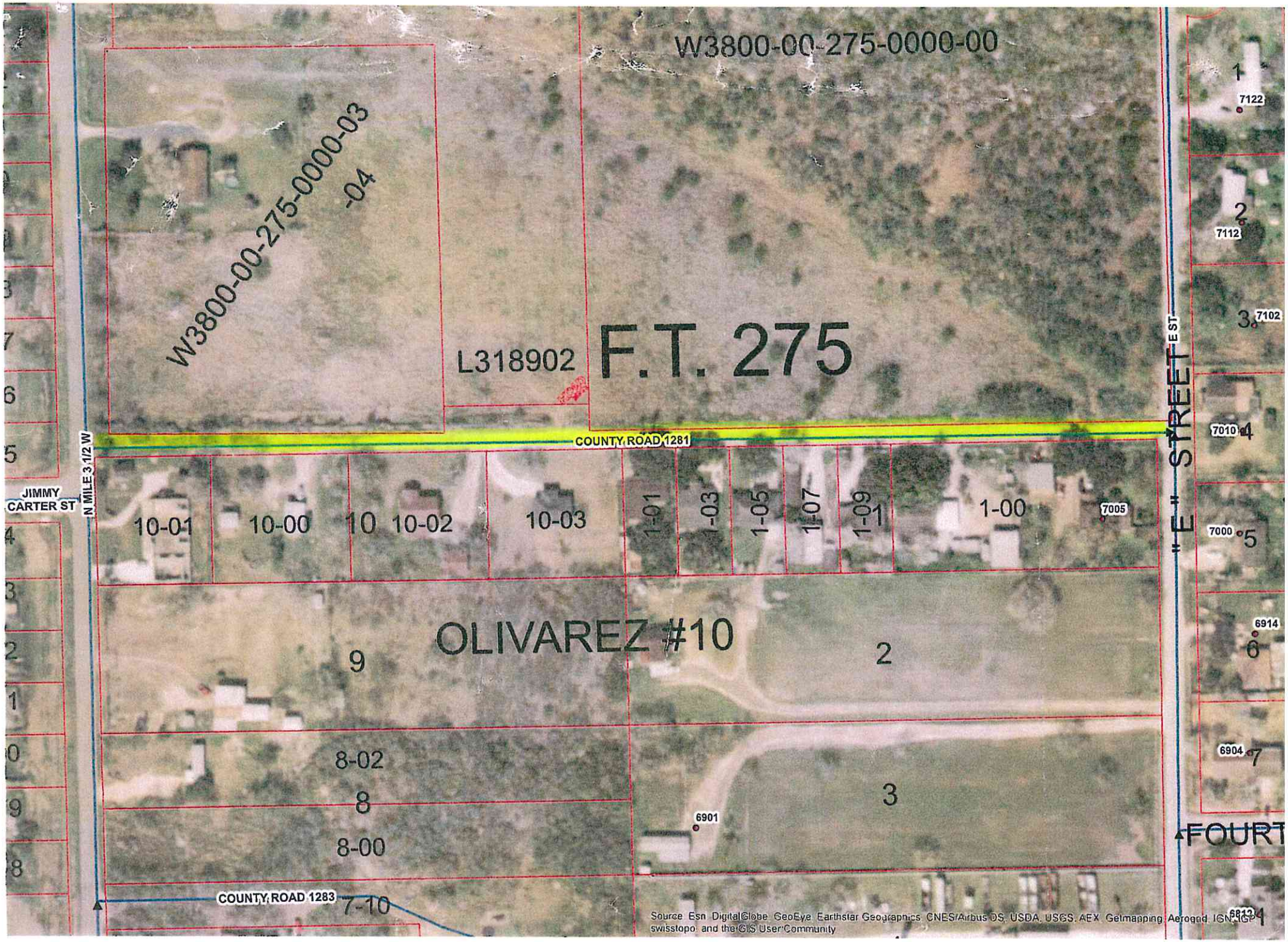
Martha Castro
(956) 854-1942

12-13-2016

Lico / [redacted] Sweetie / Jamaica

Martha Castro
Esther Castillo
Josefina Mantuz
Anacleto Moreno
Fausta Barrera
David Barrera
Gillermo Sanmiguel
Francisca Barrera

Martha Castro
11074 Central Ave.
Mercedes, Tx 78570
(956) 854-1942


W3800-00-275-0000-00
W3800-00-275-0000-03
-04
L318902
F.T. 275
COUNTY ROAD 1281
N MILE 3 1/2 W
JIMMY CARTER ST
E ST
STREET
10-01
10-00
10
10-02
10-03
1-01
1-03
1-05
1-07
1-09
1
1-00
7005
OLIVAREZ #10
9
2
8-02
8
8-00
3
6901
7-10
COUNTY ROAD 1283
7122
7112
7102
7010
7000
6914
6904
6812
FOURT
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

AI-60189 **Precinct #1** **17. B.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: David Suarez, COMM. PCT. #1 **Submitted By:** Mari Gutierrez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Authorization and Approval of naming a segment of a street as Rios St. in Pct. 1, as approved and recommended by the LRGVDC - 911

BACKGROUND

The segment of the road is located off of 1015 and Barrera St. in Weslaco, Texas.

Fiscal Impact

Attachments

Rios Street

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/07/2017 03:49 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Mari Gutierrez		Started On: 06/07/2017 03:31 PM
Final Approval Date: 06/09/2017		

Memorandum

To: Danny Guzman, R.O.W. Agent Prcnt 1

Cc:

From: Raul Madero Supv II 9-1-1 Dept

Date: May 12, 2017

Re: Petition to Commissioner's Court

Mr. Guzman,

There is no problem using the name Rios St for the street segment as there are no similar sounding roads that would be in conflict with this name for this area.

ROAD NAME PETITION

Please accept this form as a petition to name a dedicated road that's in front of our homes.

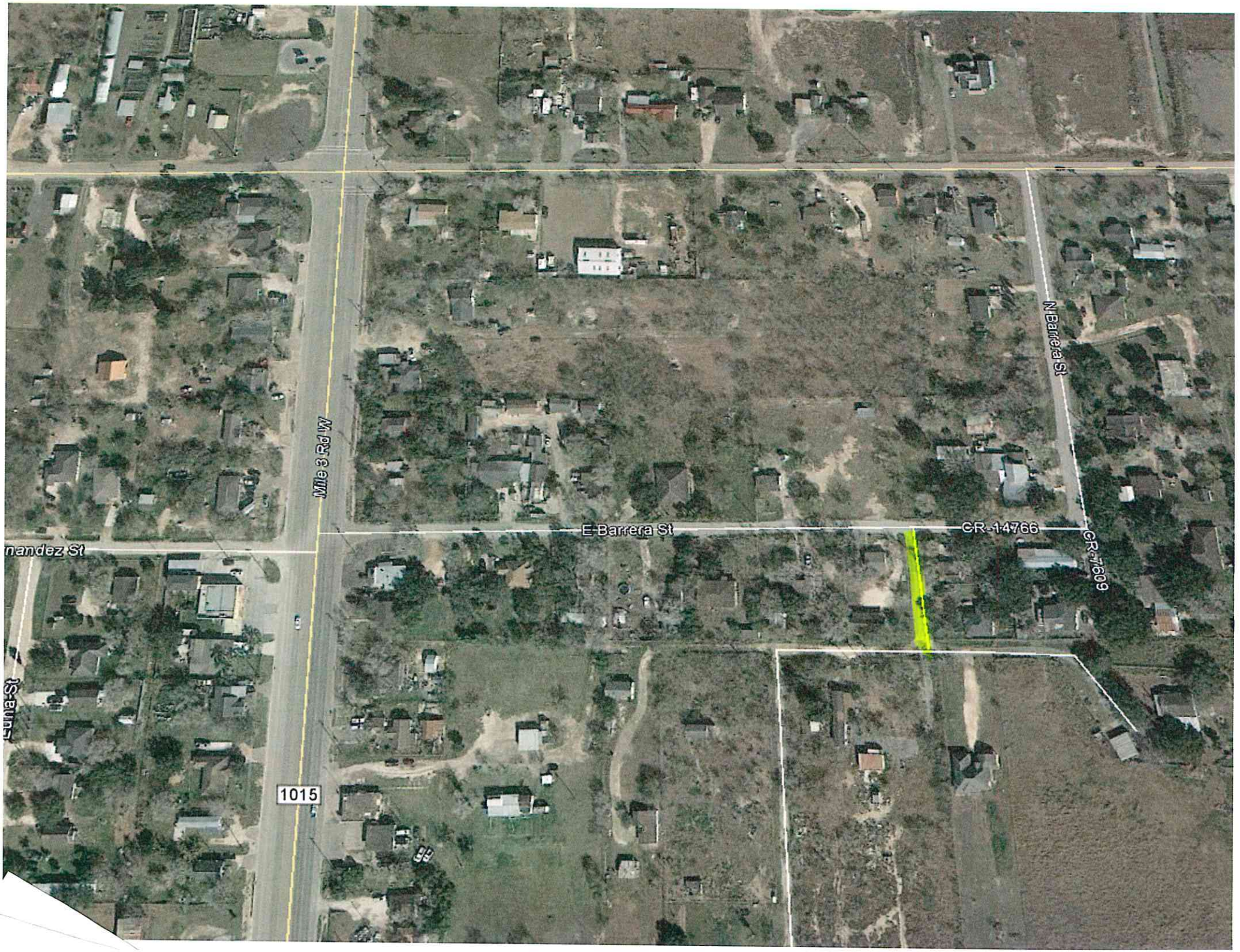
These are the three (3) names we have selected for our road:

1. Rios street
2. Tereso road
3. Aurora road

1. Rogelio Rios Rogelio Rios

2. _____

Thank you.


Mile 3 Rd W
E Barrera St
CR 14766
N Barrera St
CR 7609
1015

AI-60260 **Precinct #2** **18. A.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo and the City of McAllen, regarding a road extension and road improvements for the Pct 2 Whalen Road (Jackson Rd to 10th St) Project.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project for the Pct 2 Whalen Road (Jackson Rd to 10th St) Project.

BACKGROUND

Legal will provide ICA on Monday.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-122-139-0-721/841

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

BUDGETARY IMPACT:

Current funding needed for project is pending approval of AI#60259 CC 6/13/17.

Attachments

ICA

legal approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/09/2017 01:24 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Erika Zamora		Started On: 06/09/2017 12:54 PM
Final Approval Date: 06/09/2017		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the _____ day of _____, 2017, by and between the **CITY OF MCALLEN**, **TEXAS,** hereinafter referred to as "McAllen", 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, McAllen is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, a portion of Whalen Road, being 5,280 linear feet, currently exists as an open road within the jurisdiction of McAllen commencing at Jackson Road and terminating approximately 5,280 feet east to a canal;

WHEREAS, County desires to extend Whalen road from such canal to connect to FM 1016 which is a state road farm to market road and such extension is within the jurisdiction of the County and is approximately 3,969 linear feet;

WHEREAS, McAllen, and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, County desires to undertake a road improvement project consisting of approximately 5,280 linear feet of Whalen Road, from Jackson Road and terminating at a canal such portion of Whalen Road more particularly described on Exhibit A attached hereto (the “Road”);

WHEREAS, the Road following extension of same will form an integral part of the County road system and the improvements to the Road are in the best interest of the County and the City of McAllen;

WHEREAS, McAllen and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

NOW, THEREFORE, McAllen and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to cooperate in making the necessary improvements to the Road as described herein.

2. County agrees to provide all labor, machinery and material necessary for reconstruction of the Road.

3. County will, to the extent reasonably possible, follow the County's standard specifications for new construction, overlay and rehabilitation improvements unless otherwise agreed in writing by both parties.

4. Any and all costs deemed necessary for the improvements to the Road such as engineering services shall be borne by the County.

5. McAllen and County will coordinate work schedules in order to provide for minimal disruption to the public and will complete the road improvements no later than _____ from execution of this Agreement.

6. McAllen pursuant to Tex. Trans. Code § 251.012, authorizes County to perform the work described herein.

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

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

9. **Entire Agreement**. This Agreement contains the entire contract among 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 McAllen, Donna and County, and not otherwise.

10. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created

hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

11. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to McAllen:	City of McAllen Attention: Jim Darling, Mayor 1300 Houston Avenue McAllen, Texas 78501
If to County:	County of Hidalgo Attention: County Judge Ramon Garcia 100 E. Cano, 2nd Floor Edinburg, Texas 78539
With copy to:	Eduardo “Eddie” Cantu, Commissioner Pct. No. 2 300 W. Hall Aces Suite G Pharr, Texas 78577

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

12. **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.

13. **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.

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

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

16. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

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

19. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

THE CITY OF MCALLEN

ATTEST:

_____
Jim Darling, Mayor

_____
McAllen City Secretary

COUNTY OF HIDALGO

ATTEST:

_____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project whereby the McAllen and County desire to jointly undertake a road improvement project consisting of a portion of Whalen Road, being 5,280 linear feet, currently exists as an open road within the jurisdiction of McAllen commencing at Jackson Road and terminating approximately 5,280 feet east to a canal, through an Interlocal Cooperation Agreement to be entered into among Hidalgo County and City of McAllen, Texas.

By vote on_____ 2017 the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Zimbra **erika.zamora@co.hidalgo.tx.us**

Whalen Rd

From : Steve Crain <scrain@atlashall.com> Mon, Jun 12, 2017 04:03 PM
Subject : Whalen Rd 2 attachments
To : erika zamora <erika.zamora@co.hidalgo.tx.us>

Hi Erika:

As per Mr. Crain, see attached agreement in referenced to Whalen Rd.

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.

image001.jpg
5 KB

ICA between Hidalgo County and City of McAllen re Whalen Road.pdf
199 KB

AI-60257 **Precinct #2** **18. B.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval to accept counter offer to purchase a tract of land known as Parcel 1 (Part 1 and 2) for the Pct 2 Las Milpas Bridge Replacement Project.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1315-431-60-122-057-0-710

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

BUDGETARY IMPACT:

Funding pending approval of AI#60250 CC 6/13/17.

Attachments

Parcel 1 Docs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/09/2017 01:23 PM
Ivan Cantu	Ivan Cantu	06/09/2017 04:14 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Erika Zamora		Started On: 06/09/2017 12:31 PM
Final Approval Date: 06/09/2017		

HIDALGO COUNTY
PRECINCT 2

Eduardo "Eddie" Cantu
COUNTY COMMISSIONER

MEMO

TO: Commissioner's Court

FROM: Jaime Salinas,
Hidalgo County Right of Way Department

TE: June 8, 2017

RE: Hidalgo County Precinct No.2 Las Milpas Replacement Project (Parcel # 1 part 1& 2)

(RGV Morin Children LLC) Counter-offer approval request

==========

Attached please find the letter provided by property owner for the above-mentioned project.

Appraised Value:	$ 1,698.00
Settlement Request:	$ 2,663.00
Difference to Landowner	$ 965.00

Commissioners Court Executive Session June 13, 2017

Approved; _____

Not Approved; _____

300 W. Hall Acres Suite G . Pharr, TX 78577 • 956.787.1891 • eduardo.cantu@co.hidalgo.tx.us

From: RGV Morin Children LLC
c/o Dorothy Jean Malcom
7709 N. 1st Street
McAllen, Texas 78504

To: Hidalgo County Precinct 2
Mr. Jaime Salinas, ROW Agent
300 W. Hall acres, Suite G
Pharr, Texas 78577

May 30, 2017

Dear Mr. Salinas:

Thank you for your correspondence of May 25, 2017 regarding Parcel 1 (Part 1 & 2) and Parcel 2 (Part 1 & 2) of the Las Milpas Bridge Replacement Project.

After reviewing the appraisal report and the offer letter we have prepared this request for administrative settlement.

The appraisal prepared for the County identifies three comparable sales ranging in size from 4.39 acres to 40 acres. Our property was appraised as a 40 acre tract.

The market in this area is for smaller sized tracts. Almost everyone that calls is interested in 5 acre (or smaller) tracts. Comparable sales #2 and #3 are around 5 acres each and sold for $34,169/acre and $35,000/acre. Each of our parcels contains a part 1 and part 2 with the 2 parts divided by a drainage ditch. Our property is very similar to comparable sales #2 and #3 and could be sold in tracts like sales #2 and #3. Since the two parcels are divided into four separate tracts, it seems reasonable to value the property as 4 tracts similar in size to land sales #2 and #3. Our proposal for administrative settlement is based on the following amounts:

Parcel 1	Acres	$/Acre	Amount
Part 1	0.0503	$34,500	$1,735
Part 2	0.0269	$34,500	$928
Total	**0.0503**	**$34,500**	**$2,663**

Parcel 2	Acres	$/Acre	Amount
Part 1	0.0545	$34,500	$1,880
Part 2	0.0613	$34,500	$2,115
Total	**0.1158**	**$34,500**	**$3,995**

Thank you for your help, I look forward to hearing from you soon.

Sincerely,

Dorothy Jean Malcom
President, RGV Morin Children LLC
Cell 956 369-0371

Form ROW-A-5
(Rev. 08/11)

REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Northwest corner of Las Milpas Road and Tower Road, south of Alamo, Texas
District: 21
Property Owner: RGV Morin Children LLC c/o Dorothy Jean Malcon
Parcel: 1 Part 1 & 2
Address of Property Owner: 104 Xanthisma Avenue, McAllen, Texas 78504
ROW CSJ: 0921-02-252
Occupant's Name: Vacant Tract
Federal Project No:
Whole: ☐ Partial: ☒ Acquisition
Highway: Las Milpas Road
County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and Sulphur. If this acquisition is of less than the whole property, then any special benefits and /or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is $1,698 as of May 24, 2017, based upon my independent appraisal and the exercise of my professional judgment;

That on May 24, 2017 (date)(s), I personally inspected in the field the property herein appraised; that I afforded RGV Morin Children LLC c/o Dorothy Jean Malcon, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection;

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on May 22, 2017 (date)(s);

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Texas Department of Transportation, and/or their representatives, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified to such findings;

That my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $ 0.00 .

I certify to the best of my knowledge and belief:

That the statements of fact contained in this report are true and correct;

That the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions;

That I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;

That my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right-of-way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration within the reasonable control of the owner, has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature
General Real Estate Appraiser (TX 1328375 – General)
Certification Number
May 24, 2017
Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.

Reviewing Appraiser Date

* A 5 *

Certification of Appraisal

I, Leonel Garza III, certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice.*

I have made a personal on-site and/or off-site visit of the property that is the subject of this report based on the permission granted at the time of inspection.

Thomas M. Davis, State Certified General Real Estate Appraiser, with Leonel Garza Jr. & Associates, LLC, provided significant professional assistance in the preparation of this report, not limited to a physical inspection, taking of photographs of the subject property and value analysis.

No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an Associate Member of the Appraisal Institute and is not an MAI Designated Appraiser. However, he is currently seeking designation.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, i.e., a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan.

This appraisal has been completed with the extraordinary assumption that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. The Texas Department of Transportation can control access in the future by way of permit at the time of redevelopment or re-subdivision of the subject property and/or by way of the Access Management Policy enacted by the State of Texas. This assignment was completed in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:

(d) "In estimating injury or benefit under Subsection (c), the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property, including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owner experiences in common with the general community, including circuity of travel and diversion of traffic. In this subsection, "direct access" means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street, or highway."

I have performed no other appraisal services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within a three-year period immediately preceding acceptance of this assignment.

Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General

Assumptions and Limiting Conditions

No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable, unless otherwise stated.

The property is appraised free and clear of any or all liens or encumbrances, unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been, or can be, obtained or renewed for any use for which the value estimate contained in this report is based.

It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass, unless noted in the report.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property and is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Any allocation of the total value in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question, unless arrangements have been previously made.

No part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser. Possession of this report, or a copy thereof, does not carry with it the right of publication.

Marketing Time: Begins with the date of value estimate and the exposure time indicated.

Exposure to the Open Market: Listing the property on the market for sale with a Realtor, member of the Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.

Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Jurisdictional Exception

Jurisdictional Exception is defined in the Uniform Standards of Professional Appraisal Practice (2014-2015 Edition) as an assignment condition established by applicable law or regulation which precludes an appraiser from complying with a part of USPAP. Project impact/influence is disregarded in the appraisal of the subject whole property. This is a departure from Standards Rule 1-4(f), which states that "when analyzing anticipated public or private improvements, located on or off the site, an appraiser must analyze the effect on value, if any, of such improvements to the extent they are reflected in market actions." (U-20, Lines 618-620). This report has been prepared in such a manner that any market influences projected by the proposed development shall not be taken into consideration.

Client for Appraisal

The client for this report is Hidalgo County Precinct No. 2, located at 300 West Hall Acres, Suite G, Pharr, Texas 78577. Jaime Salinas is the project manager and can be contacted at (956) 787-1891.

Intended Use and User

The appraisal report is intended for use solely by Hidalgo County Precinct No. 2, the City of Edinburg and others involved in the project. The purpose of this report is to provide a current market value of the part to be acquired so that Hidalgo County Precinct No. 2 can begin negotiations for the purchase of the subject property, in part or as a whole, as described by the survey provided. The report, in part or as a whole, is to be used solely for the acquisition of said property in the name of Hidalgo County Precinct No. 2. The acquisition of the subject property (whole or part) shall be utilized for the expansion and extension of Las Milpas Road. The project limits begin and end at the east and west side of the canal bridge on Las Milpas Road in-between Alamo Road and Tower Road. This report is not intended for any other use, unless specified by the client, Hidalgo County Precinct No. 2.

Scope of the Assignment

By contract and written authorization to proceed, Hidalgo County Precinct No. 2 requested that Garza & Associates prepare an appraisal report of the part to be acquired for the proposed right-of-way project. The subject property shall be valued in the fee simple estate in its present condition. The scope of the assignment makes the extraordinary assumption that the subject property is free from contamination and/or other environmental conditions, which would affect the overall market value. In addition, the subject property shall be valued with the Jurisdictional Exception that the subject property shall be valued without project influence. The owner-of-record shall be contacted by letter affording the right to be present on-site with the appraiser at the time of on-site visit. In the event that confirmation cannot be made with the owner-of-record, the appraiser is to proceed from an existing public road right-of-way. During the appraisal process, other sales in the area shall be analyzed for comparability and reliability in determining the market value of the subject property. Any site or building improvements located within the acquisition area shall be measured and photographed. These improvements shall be itemized for purposes of compensation and/or cost to cure (if any). The report shall establish the market value of the whole, part to be acquired, and the remainder before and after the acquisition. The appraiser shall also review the remainder before and after to determine if there is any diminution of market value. This report shall be prepared and conform with the Texas Department of Transportation ROW A-5 Form Rev. 08/2011.

Property Rights

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee simple is defined as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Dictionary of Real Estate Appraisal, Appraisal Institute

Market Value

The following is the basis for which the determination of market value is established for the subject property. In addition, these factors are used for the selection of comparables in the Direct Sales Analysis.

"The price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

City of Austin v. Cannizzo, 267 S.W. 2d 808 (Tex 1954)

Exposure & Marketing Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, there is a twelve (12) to eighteen (18) month exposure time and marketing time period for the subject property. This was estimated based on current and past listings located within the market area, which were reviewed during the sales search for comparables similar to the subject property. However, it is noted that the subject properties may not have active utilities available to the site, which may extend the overall exposure and marketing time period.

Personal Property

Pursuant to the scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation. Any and all personal property and/or realty located within the existing road right-of-way shall be deemed non-compensable. In the event the selected items are determined to be compensable, they shall be included within the cost approach section of this report.

Extraordinary Assumptions & Hypothetical Conditions

1. *The subject property is owned in fee simple and shall be appraised as such. Any fractional interest involved in the subject property shall not be analyzed as dictated by the scope of the assignment for purposes of determining market value.*

2. *It is assumed that the subject property owner can obtain a building permit upon completion or extension of utilities within the subdivision.*

3. *The subject property as a larger unit consists of approximately 80.0 acres; however, a smaller economic unit of 40.0 acres was utilized for the subject property.*

Accessibility To Site

The owner-of-record was sent a certified letter asking for permission to enter the subject property to measure and photograph the subject property. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC, at (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in his/her presence with appraiser, Leonel Garza III.

GARZA
& ASSOCIATES

Leonel Garza Jr. & Associates LLC
Real Estate Appraisal Services

December 5, 2016

County: Hidalgo
Highway: Las Milpas Road
From:
Parcel 1 & 2

RGV Morin Children LLC
c/o Dorothy Jean Malcon
104 Xanthisma Avenue
McAllen, Texas 78504

To Whom It May Concern:

Garza & Associates LLC has been contracted by Hidalgo County Precinct No. 2, to appraise your property along Las Milpas Road. The purpose of this appraisal is to determine the market value of the part to be acquired required for the road expansion project. This road project has been developed by the Texas Department of Transportation and Hidalgo County Precinct No. 2.

I would like to extend the opportunity to meet with our appraisers on-site in order to explain the project and the purpose of the appraisal report. You may contact Garza & Associates at (956) 687-7295 for an office appointment to meet with me to discuss the project at our local office at 1419 Dove Avenue, McAllen, Texas. In the event access is not granted we will continue our inspection off-site along public right of way as per scope of the assignment.

We will be researching the market area for any and all real estate sales, and would appreciate any leads or information that would aid in the determination market value. If this letter does not pertain to you and or you have sold the property, please notify our office as soon as possible so that the proper owner can be notified of this project. If you have any questions you may contact us at (956) 687-7295 or email at leonel3@garza-associates.com.

With this letter I request permission to perform an on-site visit to measure and photograph the area to be acquired. This will include any site and or building improvements affected by the part to be acquired. If you have any objections or are willing to grant permission, please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible to make arrangements.

Sincerely,

Leonel Garza III
State Certified General Real Estate Appraiser
TX1328375-General

Cc: Hidalgo County Precinct No. 2
C/o: Jaime Salinas
300 West Hall Acres, Suite G
Pharr, Texas 78577
Office (956) 787-1891

7015 1520 0002 5945 3753

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- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To
RGV Morin Children LLC
c/o Dorothy Jean Malcon

Street and Apt. No., or PO Box No.
104 Xanthisma Avenue

City, State, ZIP+4®
McAllen, Texas 78504

McALLEN, TX
DEC 09 2016
Postmark Here
Mail-Pak 7850A

PS Form 3800, April 2015 PSN 7530-02-000-9047 — See Reverse for Instructions

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SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
RGV Morin Children LLC
c/o Dorothy Jean Malcon
104 Xanthisma Avenue
McAllen, Texas 78504

Parcel No. 1 & 2
Las Milpas Road Project

9590 9403 0941 5223 1169 08

2. Article Number *(Transfer from service label)*
7015 1520 0002 5945 3753

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x M Schneider ☐ Agent ☒ Addressee

B. Received by *(Printed Name)* M. J. Schneider
C. Date of Delivery 12/13/16

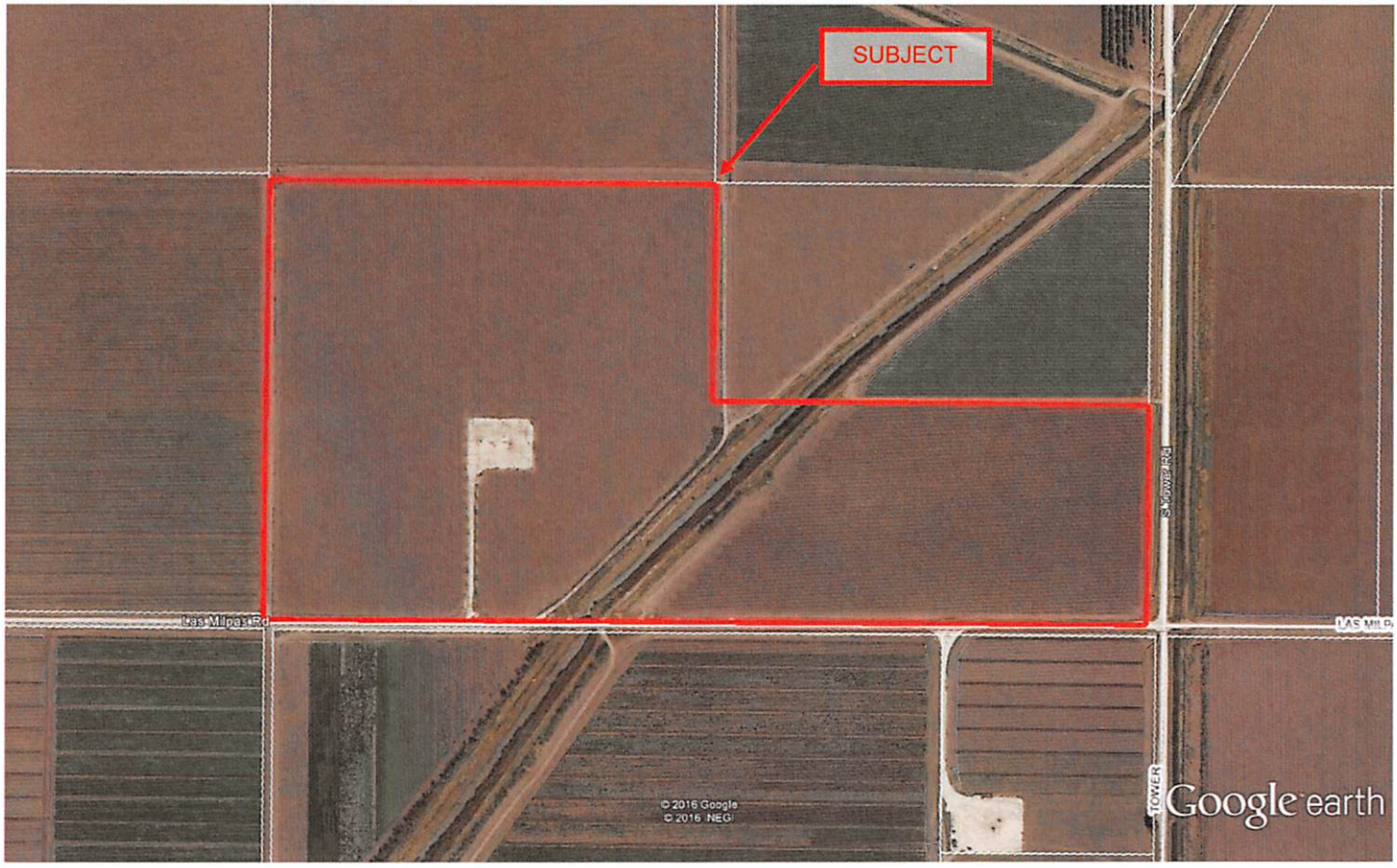
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

McALLEN, TEXAS
DEC 13 2016

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 — Domestic Return Receipt

AERIAL MAP WHOLE TRACT



www.googleearth.com

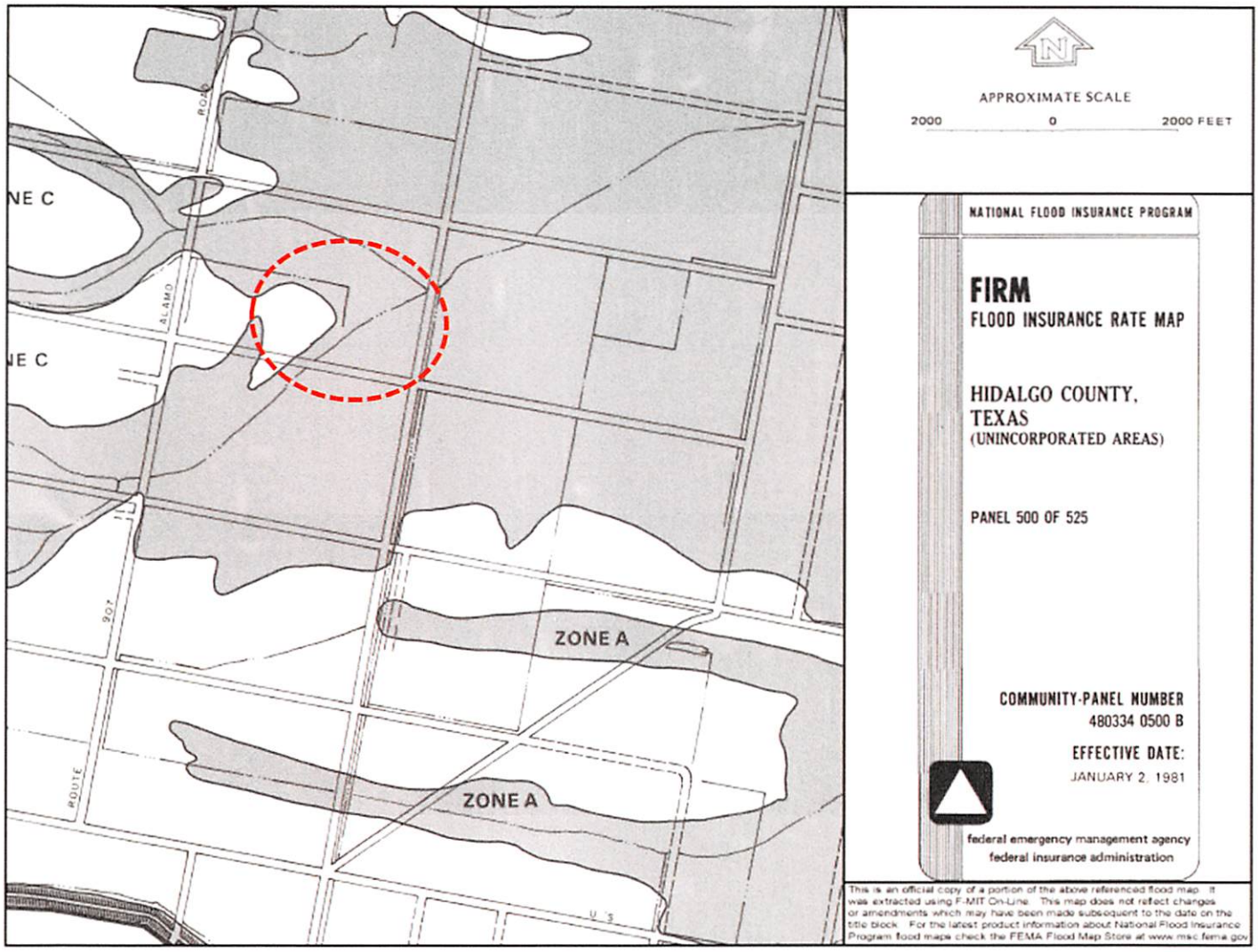
Available Utilities

According to the City of Alamo, the subject property is located outside of the city limits of Alamo, and has access to water provided by Military Highway Water Supply. Sanitary sewer service is not provided by Military Highway Water Supply; therefore, the subject property does not have access to sanitary sewer service.

Municipal Zoning

The property is located outside the city limits of Alamo, Texas, and Hidalgo County does not enforce any zoning ordinances; therefore, the subject property is not subject to zoning.

Flood Zone Designation



The subject property is located in Flood Zones A & C. Zone C is not designated as a Special Flood Hazard area, but Zone A is a Special Flood Hazard area. A flood hazard areas located on the Flood Insurance Rate Map is identified as a Special Flood Hazard Area (SFHA). SFHAs are defined as areas that will be inundated by any flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

www.fema.gov

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No. Parcel 1, Part 1 & 2

Local Address: Northwest corner of Las Milpas Road and Tower Road, south of Alamo, Texas

Date Taken: May 24, 2017

Taken By: Leonel Garza Jr., & Associates

Point which taken: Photo 1: Las Milpas Road
Photo 2: Las Milpas Road

Looking: Photo 1: Eastern View
Photo 2: Western View

Photo 1
Eastern view of the proposed acquisition of Parcel 1, Part 1

Photo 2
Western view of the proposed acquisition of Parcel 1, Part 1

Point which taken: Photo 3: Las Milpas Road
Photo 4: Las Milpas Road

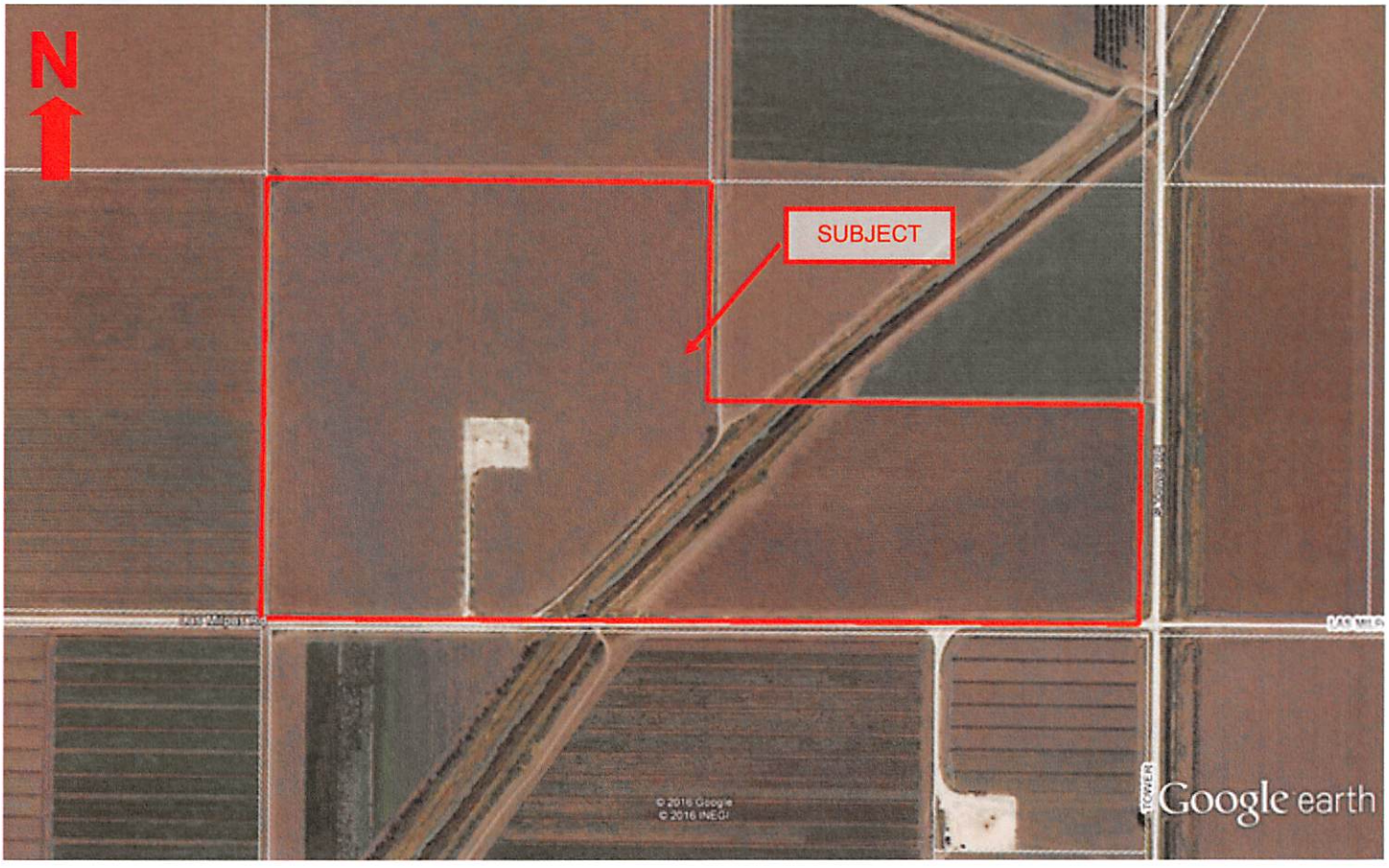
Looking: Photo 3: Northwestern View
Photo 4: Eastern View

Photo 3
View of canal running through subject property.

Photo 4
Eastern view of the proposed acquisition of Parcel 1, Part 2

Whole Property

The subject property is vacant 40.0-acre agricultural tract of land located at the northwest corner of las Milpas Road and Tower Road, south of Alamo, Texas. The subject property is legally described as Lot 16, Block 17 of Alamo Land and Sugar Company Subdivision. The subject property has approximately 2,600.0' lineal feet of frontage along the north side of Las Milpas Road, and 645.0' lineal feet along the west side of Tower Road. The subject property is not subject to municipal zoning and has access to potable water but not to sanitary sewer. Currently, the subject property is being utilized for agricultural row-crop farming.



Highest & Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improvement property – specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value.

"Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements."

The Dictionary of Real Estate Appraisal. 5TH Edition Chicago: Appraisal Institute, 2010

Legally Permissible

The subject property is located south of Alamo, Texas, within the jurisdiction of Hidalgo County. Therefore, the subject property is not subject to any zoning ordinance, and any use would be considered legally permissible.

Physically Possible

The subject property is an L-shaped 40.0-acre tract, which is located at the northwest corner of Las Milpas Road and Tower Road. Las Milpas Road and Tower Road are both caliche unpaved roads. The subject property has access to water provided by Military Highway Water Supply; however, sanitary sewer service is not available. The subject property has sufficient size, adequate shape, access, and access to utilities, to be developed for residential or light industrial use.

Financially Feasible

Based on the surrounding uses and access to the subject property, an agricultural use is determined to be the most financially feasible use. This is based on Las Milpas Road and Tower Road being unpaved roadways that cannot support heavy truck traffic or commercial traffic levels.

Maximally Productive

The subject property is currently being utilized for agricultural purposes, as of the date of appraisal. The overall site would be at its maximally productive state for continued agricultural purposes. This is based on Las Milpas Road and Tower Road being unpaved roadways that cannot support heavy truck traffic or commercial traffic levels.

The overall highest and best use is confirmed to be for continued agricultural use. No other economic use is appropriate for the site.

Property Tax Assessment

The Hidalgo County Appraisal District is currently reviewing and re-assessing property values for Year 2016. As such, the assessed value may be subject to change for the 2016 tax year. Property tax protest typically begins on or about May 31st annually. The Hidalgo County Appraisal District provides general information about the District and the property tax system in Texas, as well as general information regarding properties assessed for taxes. This data source does not replace the use of a title search, but will inform the appraiser of the current owner-of-record. The Appraisal District will annually appraise properties according to the Texas Property Tax Code and the Uniform Standards of Professional Appraisal Practices (USPAP). Research concerning the derivation of the following assessed value was not conducted during the course of this appraisal and is used for data collection purposes only. The following information can be found at www.hidalgoad.org and/or the District office located at 4405 S. Professional Drive, Edinburg, Texas.

Hidalgo CAD

Property Search Results > 111397 RGV MORIN CHILDREN LLC for Year 2017

Property

Account

Property ID:	111397	Legal Description:	ALAMO LAND & SUGAR CO BLK 17, LT 15 S 1/2 & LOT 16 56.14AC NET
Geographic ID:	A1800-00-017-0015-10	Agent Code:	ID:1004426
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	FM 3072 TX	Mapsco:	
Neighborhood:		Map ID:	
Neighborhood CD:			

Owner

Name:	RGV MORIN CHILDREN LLC	Owner ID:	953191
Mailing Address:	C/O DOROTHY JEAN MALCON 104 XANTHISMA AVE MCALLEN, TX 78504-2325	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$421,050	$23,691
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$421,050	
(–) Ag or Timber Use Value Reduction:	–	$397,359	
(=) Appraised Value:	=	$23,691	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$23,691	

www.hidalgoad.org

Taxing Jurisdiction

Owner: RGV MORIN CHILDREN LLC
% Ownership: 100.0000000000%
Total Value: $421,050

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$23,691	$23,691	$0.00
DR1	DRAINAGE DISTRICT #1	0.095100	$23,691	$23,691	$22.53
FD4	EMS DIST #04	0.027200	$23,691	$23,691	$6.44
GHD	HIDALGO COUNTY	0.590000	$23,691	$23,691	$139.78
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	$23,691	$23,691	$0.00
JCC	SOUTH TEXAS COLLEGE	0.185000	$23,691	$23,691	$43.83
R14	ROAD DIST 14	0.000000	$23,691	$23,691	$0.00
SHD	HIDALGO ISD	1.490000	$23,691	$23,691	$353.00
SST	SOUTH TEXAS SCHOOL	0.049200	$23,691	$23,691	$11.66
	Total Tax Rate:	2.436500			
				Taxes w/Current Exemptions:	$577.24

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	H	1WETFARM	56.1400	2445458.40	0.00	0.00	$421,050	$23,691

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2017	$0	$421,050	23,691	23,691	$0	$23,691
2016	$0	$421,050	25,095	25,095	$0	$25,095
2015	$0	$159,999	26,105	26,105	$0	$26,105
2014	$0	$159,999	24,782	24,782	$0	$24,782

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	1/27/2011	SWD	SPEC. W/D	MORIN JUDITH A ET AL	RGV MORIN CHILDREN LLC			2174104
2	1/27/2011	SWD	SPEC. W/D	MORIN JULIANN TRST	MORIN JUDITH A ET AL			2174101
3	9/28/2004	GWD	GEN. W/D	MORIN JULIANN TRST	FORTCO PROPERTIES LTD			1386341

www.hidalgoad.org

Form ROW-A-5 (Rev. 08/11)

PROPERTY VALUATION SUMMARY

Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

HIGHEST AND BEST USE ANALYSIS:
The highest and best use of the subject property is for agricultural use. This classification shall be utilized for the determination of value for the whole property.

VALUATION APPROACHES

Cost Approach	$	Not Applicable
Sales Comparison Approach	$	880,000
Income Approach	$	Not Applicable

RECONCILATION OF APPROACHES TO VALUE
Since the subject property is a vacant tract with no contributory improvements, the Sales Comparison Approach "as vacant" is the only reliable method to value the whole property.

Contributory Value of Improvements	
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ -**

Land Value	40.00 Acres	@ $	22,000 / Acre	$	880,000
Total Land Value				$	880,000

Reconciled Final Value $ **880,000**

Each approach developed follows this page and is sequenced as shown below.

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 3.1	pg 3.7	pg 3.8	pg 3.9

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☒ Improved: ☐

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	Judith A. Morin	Agustin Garcia, joined herein proforma by my wife, Carolina Garcia	German Zuniga, Jr. & Diana Zuniga	German Zuniga
Grantee	RGV Morin Children LLC c/o Dorothy Jean Malcon	Comanche Asset Management LLC	Marcos Perez Almaguer & Norma Perez	German Xavier Gonzalez
Date	January 27, 2011	December 1, 2014	February 11, 2015	January 5, 2015
Sales Price	$ -	$ 1,000,000	$ 175,000	$ 150,000
Unit Price	$ - / Ac	$ 26,199 / Ac	$ 35,000 / Ac	$ 34,169 / Ac
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Relative Location	Average	Superior -25%	Superior -25%	Superior -25%
Corner Influence	Corner	Corner 0%	Corner 0%	Interior 5%
Physical Characteristics	Average	Similar 0%	Similar 0%	Similar 0%
Topography	Level	Similar 0%	Similar 0%	Similar 0%
Available Utilities	Water / No Sewer	Similar 0%	Similar 0%	Similar 0%
Frontage	Las Milpas Rd & Tower Rd	Dicker Rd & Stewart Rd (limited frontage due to canal) 10%	Las Milpas Road 0%	Las Milpas Road 0%
Size of Tract	40.00 Acres	38.17 0%	5.00 -15%	4.39 -15%
	Net Adjustment	$ (3,930) -15%	$ (14,000) -40%	$ (11,959) -35%
	Indicated Unit Value	$ 22,269 / Ac	$ 21,000 / Ac	$ 22,210 / Ac
Estimated Unit Value of Fee Simple Area				**$ 22,000 / Ac**

Estimated Value by Sales Comparison Approach **$ 880,000**

ROW-A-5S
(Rev. 11/11)
Page 1 of 3

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 1 Highway: Las Milpas Road
County: Hidalgo ROW CSJ: 0921-02-252

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Agustin Garcia, joined herein proforma by my wife, Carolina Garcia
Grantee/Lessee: Comanche Asset Management, LLC
Date: December 01, 2014 Recording Information: Deed No. 2567373 Key Map: Lon: W-98.161762 Lat: N26.115941
Address: South Stewart Road, San Juan, TX Zip Code: 78589
Legal Description: A 38.17 acre (1,662,629.924 SQ. FT.) Tract of land forming a part or portion of Lot 49, Stewart Addition to the Conway Gardens San Juan, Hidalgo County, Texas. as recorded in volume 0, page 43, map records, Hidalgo County, Texas.
Confirmed Price: $1,000,000 Verified with: MLS No. A172737S
Terms and Conditions of Sale: Cash To Seller
Rental Data: N/A
Land Size: 38.170 Acres/ 1,662,685 Sq. Ft. Unit Price as Vacant: $26,199 / Acre
Type Street: Asphalt Paved Utilities: Water / No Sewer
Improvement(s) Description: N/A
Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A
Condition and Functional Design: N/A
Current Use: Highest & Best Use: Res. / Light industrial
Date of Inspection: May 22, 2017 Zoning: N/A Flood Plain:

Attach additional information as necessary:

Appraiser: Leonel Garza III May 24, 2017
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 1 Highway: Las Milpas Road
County: Hidalgo ROW CSJ: 0921-02-252

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: German Zuniga, Jr. & Diana Zuniga Grantee/Lessee: Marcos Perez Almaguer & Norma Perez Almaguer

Date: February 11, 2015 Recording Information: Deed No. 2587254 Key Map: Lon: W-98.160526 Lat: N26.111961

Address: 5402 E. Las Milpas Road, Pharr, TX Zip Code: 78577

Legal Description: A 5.00 acre tract of land, more or less, being the South 660.00 feet of the West 330.00 feet of the East 370.00 feet of Lot 54, STEWARTS ADDITION TO THE CONWAY GARDENS, Hidalgo County, Texas according to map thereof recorded in Volume 0, Page 43. Map Records of Hidalgo County, Texas.

Confirmed Price: $175,000 Verified with: MLS No. A179679S

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 5.000 Acres/ 217,800 Sq. Ft. Unit Price as Vacant: $35,000 / Acre

Type Street: Asphalt Paved Utilities: Water / No Sewer

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Highest & Best Use: Res. / Light Industrial

Date of Inspection: May 22, 2017 Zoning: N/A Flood Plain:

Attach additional information as necessary.

Appraiser: Leonel Garza III May 24, 2017
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 1 Highway: Las Milpas Road
County: Hidalgo ROW CSJ: 0921-02-252

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: German Zuniga, a single man Grantee/Lessee: German Xavier Gonzalez, a single man

Date: January 05, 2015 Recording Information: Deed No. 2579131 Key Map: Lon: W-98.162258
Lat: N26.111935

Address: 5406 E Las Milpas Road, Hidalgo, TX Zip Code: 78577

Legal Description: A 4.39 acre tract of land being the South 660.00 feet of the West 950.00 feet of Lot 54, Stewart's Addition to Conway Gardens Subdivision as recorded in volume 0, page 43, map records, Hidalgo County, Texas, also being a portion of that certain described in Correction Gift Deed recorded in Instrument #891127, Official Records, Hidalgo County Texas.

Confirmed Price: $150,000 Verified with: MLS No. A179676S
Terms and Conditions of Sale: Cash To Seller
Rental Data: N/A
Land Size: 4.390 Acres/ 191,228 Sq. Ft. Unit Price as Vacant: $34,169 / Acre
Type Street: Asphalt Paved Utilities: Water / No Sewer
Improvement(s) Description: N/A
Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A
Condition and Functional Design: N/A
Current Use: Vacant Highest & Best Use: Res. / Light Industrial
Date of Inspection: May 22, 2017 Zoning: N/A Flood Plain:

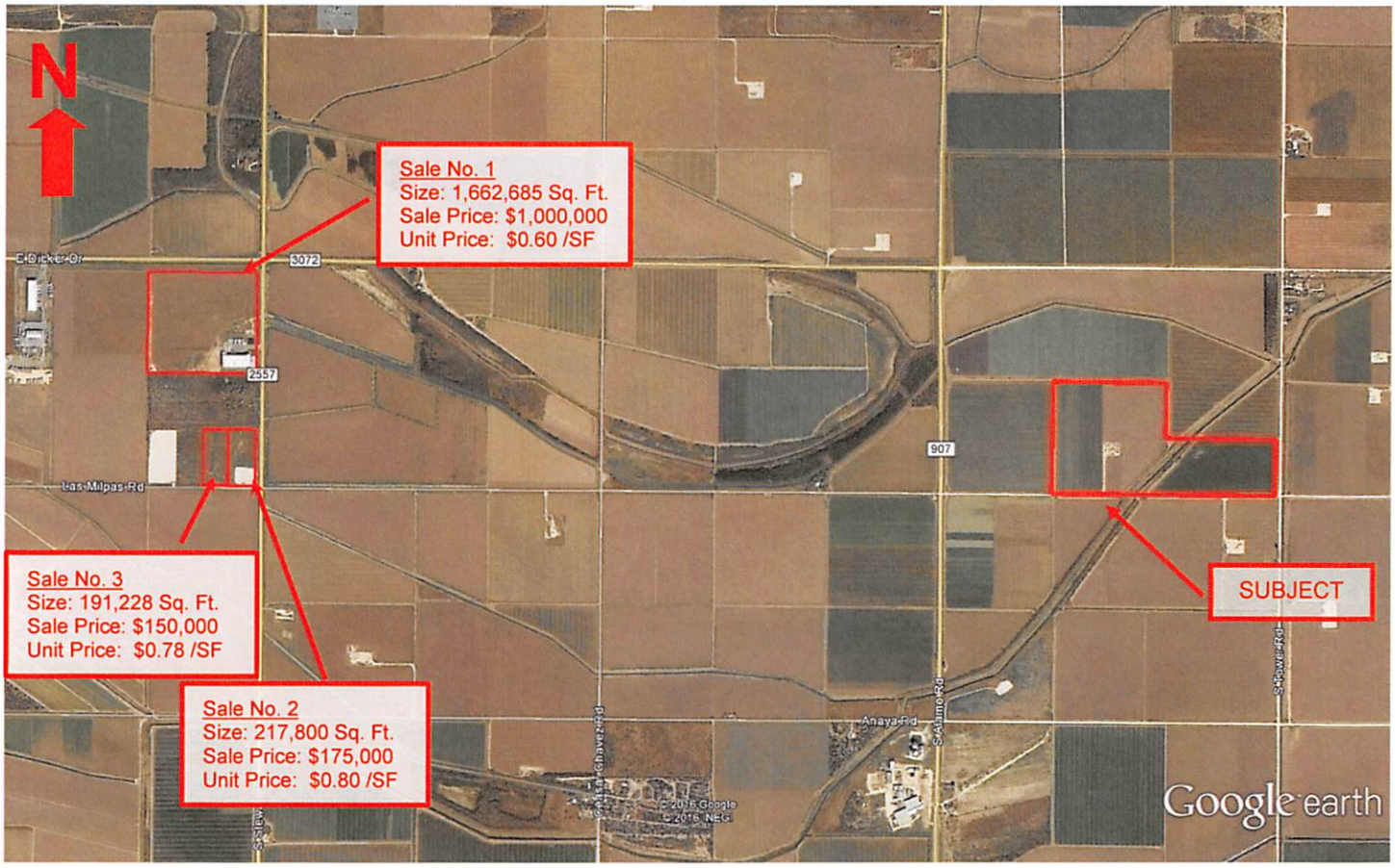
Attach additional information as necessary.

Appraiser: Leonel Garza III May 24, 2017
Date

Explanation of Adjustments with Reconciliation:

The sales comparison approach utilizes three (3) sales with similar highest and best uses as the subject property. Each of these sales was gathered through various sources, including but not limited to, the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various property owners in the surrounding market area. Each sale was confirmed with at least two sources, which include the Hidalgo County Deed Records and the Hidalgo Count Appraisal District. The sites associated with these were visited to determine the true comparability toward the subject property. They were reviewed for items recognized by the market that affect market value, including but not limited to, conditions of the sale, market conditions, relative location, physical characteristics, and available utilities. These and other factors that are recognized for arms-length transactions are examined and may require adjustments for any differences found in comparison to the subject property. After adjustments were made to each sale, an adjusted unit range of value of $21,000 per acre to $22,269 per acre was determined. Based on the surrounding market and the limited utilities, a unit rate near the mid-range of the adjusted range was selected, i.e., $22,000 per acre.

LOCATION MAP OF SALES



Form ROW-A-5 (Rev. 08/11)

COST APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

ESTIMATED REPLACEMENT / REPRODUCTION COST					
IMPROVEMENT	**Number of Units**	**$ Per Unit**	**Cost New**	**Depreciation**	**Value**
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Buildings					$ -
Accessory Improvements					
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					$ -
Site Improvements					
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					$ -
Contributory Value of All Improvements					$ -

	Net Land Area			**Price / Unit**	
Land Value (Fee)	40.00	SF	@	$ 22,000 / SF	$ 880,000
Estimated Value By Cost Approach					**$ 880,000**

Furnish sources of cost data and support for depreciation factors (physical, functional, and economic. Use a separate page, numbered accordingly, as necessary):

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☐ Improved: ☒

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. Sale No. 1		Comp. Sale No. 2		Comp. Sale No. 3	
Grantor							
Grantee							
Date of Sale							
Unit Price	/ sf	$ -	/ sf	$ -	/ sf	$ -	/ sf
Relative Location			0%		0%		0%
Lot Location			0%		0%		0%
Financing			0%		0%		0%
Conditions of Sale			0%		0%		0%
Market Conditions			0%		0%		0%
Physical Characteristics			0%		0%		0%
Available Utilities			0%		0%		0%
Street Access			0%		0%		0%
Size of Improvement	square feet	- square feet	0%	- square feet	0%	- square feet	0%
Net Adjustments			0%		0%		0%
	Indicated Unit Value	$ -	/ sf	$ -	/ sf	$ -	/ sf
Estimated Unit Value of Fee Simple Area						$ -	/ sf

Estimated Value by Sales Comparison Approach _____ **N/A**

Form ROW-A-5(Rev. 08/11)

INCOME APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Potential Gross Income	.....			$ -
Vacancy	%			$ -
Effective Gross Income	.....			$ -
Expenses				$ -
Fixed: Taxes.....		$ -		$ -
Insurance.....		$ -		$ -
Variable: Management.....		$ -		$ -
Other		$ -		$ -
		$ -		$ -
		$ -		$ -
Total Expenses	.....			$ -
Net Operating Income	.....			$ -
Income Capitalized @		%	.....	$ -
Plus: Value of Excess Land (If Any)			.....	$ -
			.....	$ -
Estimated Value By Income Approach			.....	Not Applicable

Form ROW-A-5 (Rev. 08/11)

PROPERTY VALUATION SUMMARY

Whole: ☐ Part to be Acquired: ☒ Remainder After: ☐

HIGHEST AND BEST USE ANALYSIS:
The highest and best use of the subject property is for agricultural use. This shall be utilized for the determination of value for the part to be acquired.

VALUATION APPROACHES

Cost Approach	$	Not Applicable
Sales Comparison Approach	$	1,698
Income Approach	$	Not Applicable

RECONCILATION OF APPROACHES TO VALUE
Since the subject property is a vacant tract with no contributory improvements, the Sales Comparison Approach "as vacant" is the only reliable method to value the pro-rata part of the whole.

Contributory Value of Improvements	
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	$ -

Land Value	0.0772 Acres	@ $	22,000 / Acre	$	1,698
Total Land Value				$	1,698

Reconciled Final Value $ **1,698**

Land Value, pg 3.1 | Cost Approach, pg 3.7 | Sales Comparison Approach, pg 3.8 | Income Approach, pg 3.9

EXHIBIT "A"

County: Hidalgo
Highway: Las Milpas Road
CSJ: 0921-02-252

Parcel 1
Property Description

BEING a 0.0772 of an acre (3,362 square feet) parcel of land situated in the Benigno Leal Survey, Abstract No. 18, Hidalgo County, Texas, and being a portion of Lot 16, Block 17 of Alamo Land and Sugar Company Subdivision, as recorded in Volume 1, Page 24, Map Records of Hidalgo County, Texas, and being a portion of Tract 10 as described in deed to RGV Morin Children LLC, recorded in Document Number 2011-2174104, Deed Records Hidalgo County, Texas (D.R.H.C.T.), said 0.0714 of an acre being more particularly described by metes and bounds in two (2) parts as follows:

Part One – 0.0503 of an acre (2,190 square feet)

COMMENCING at a PK nail found at the common corner of Lot 1, Block 12, Lot 2, Block 12, Lot 15, Block 16 and Lot 16, Block 16 of said Alamo Land and Sugar Company Subdivision, said point being in the approximate center of Las Milpas Road;

THENCE, South 81 degrees 25 minutes 55 seconds East along the common north line of Block 12 and the south line of Block 16 of said Alamo Land and Sugar Company Subdivision and continuing along the common north line of Block 13 and the south line of Block 17 of said Alamo Land and Sugar Company Subdivision, a distance of 4,678.41 feet to a point for corner;

THENCE, North 08 degrees 16 minutes 25 seconds East departing the common north line of Block 13 and the south line of Block 17 of the Alamo Land and Sugar Company Subdivision, a distance of 20.00 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the existing north right-of-way line of Las Milpas Road, and being the POINT OF BEGINNING at Station 16+30.00, 25.51 feet left and having a surface coordinate of N=16,564,085.99' and E=1,105,647.85';

1) THENCE, North 08 degrees 16 minutes 25 seconds East departing the existing north right-of-way line of Las Milpas Road along the proposed north right-of-way line of Las Milpas Road, a distance of 14.49 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars";

2) THENCE, South 81 degrees 43 minutes 35 seconds East continuing along the proposed north right-of-way line of Las Milpas Road, a distance of 79.79 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" at an angle point;

3) THENCE, North 62 degrees 44 minutes 50 seconds East continuing along the proposed north right-of-way line of Las Milpas Road, a distance of 49.00 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the westerly line of a 200.0 foot wide easement to Hidalgo County Drainage District No. 1, South Lateral Drain Parcel 4, Tract 3, as recorded in Volume 1977, Page 7781, D.R.H.C.T.;

4) THENCE, South 17 degrees 12 minutes 35 seconds West, continuing along the proposed north right-of-way line of Las Milpas Road and westerly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement, a distance of 44.08 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the existing north right-of-way line of Las Milpas Road;

5) THENCE, North 81 degrees 25 minutes 55 seconds West departing the proposed north right-of-way line of Las Milpas Road and westerly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement along the existing north right-of-way line of Las Milpas Road, a distance of 112.82 feet to the POINT OF BEGINNING and containing 0.0503 acres (2,190 square feet) of land, more or less.

Part Two - 0.0269 of an acre (1,172 square feet)

COMMENCING at a PK nail found at the common corner of Lot 1, Block 12, Lot 2, Block 12, Lot 15, Block 16 and Lot 16, Block 16 of said Alamo Land and Sugar Company Subdivision, said point being in the approximate center of Las Milpas Road;

THENCE, South 81 degrees 25 minutes 55 seconds East along the common north line of Block 12 and the south line of Block 16 of said Alamo Land and Sugar Company Subdivision and continuing along the common north line of Block 13 and the south line of Block 17 of said Alamo Land and Sugar Company Subdivision, a distance of 5,098.41 feet to a point for corner;

THENCE, North 08 degrees 16 minutes 25 seconds East departing the common north line of Block 13 and the south line of Block 17 of the Alamo Land and Sugar Company Subdivision, a distance of 20.00 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the existing north right-of-way line of Las Milpas Road, and being the POINT OF BEGINNING at Station 20+50.00, 23.35 feet left and having a surface coordinate of N=16,564,023.42' and E=1,106,063.17';

1) THENCE, North 81 degrees 25 minutes 55 seconds West along the existing north right-of-way line of Las Milpas Road, a distance of 79.77 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the easterly line of a 200.0 foot wide easement to Hidalgo County Drainage District No. 1, South Lateral Drain Parcel 4, Tract 3, as recorded in Volume 1977, Page 7781, D.R.H.C.T.;

2) THENCE, North 54 degrees 54 minutes 28 seconds East departing the existing north right-of-way line of Las Milpas Road, along the easterly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement and the proposed north right-of-way line of Las Milpas Road, a distance of 23.65 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" at an angle point;

3) THENCE, South 81 degrees 43 minutes 35 seconds East departing the easterly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement along the proposed north right-of-way line of Las Milpas Road, a distance of 62.57 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" at an angle point;

4) THENCE, South 08 degrees 16 minutes 25 seconds West continuing along the proposed north right-of-way line of Las Milpas Road, a distance of 16.65 feet to the POINT OF BEGINNING and containing 0.0269 acres (1,172 square feet) of land, more or less.

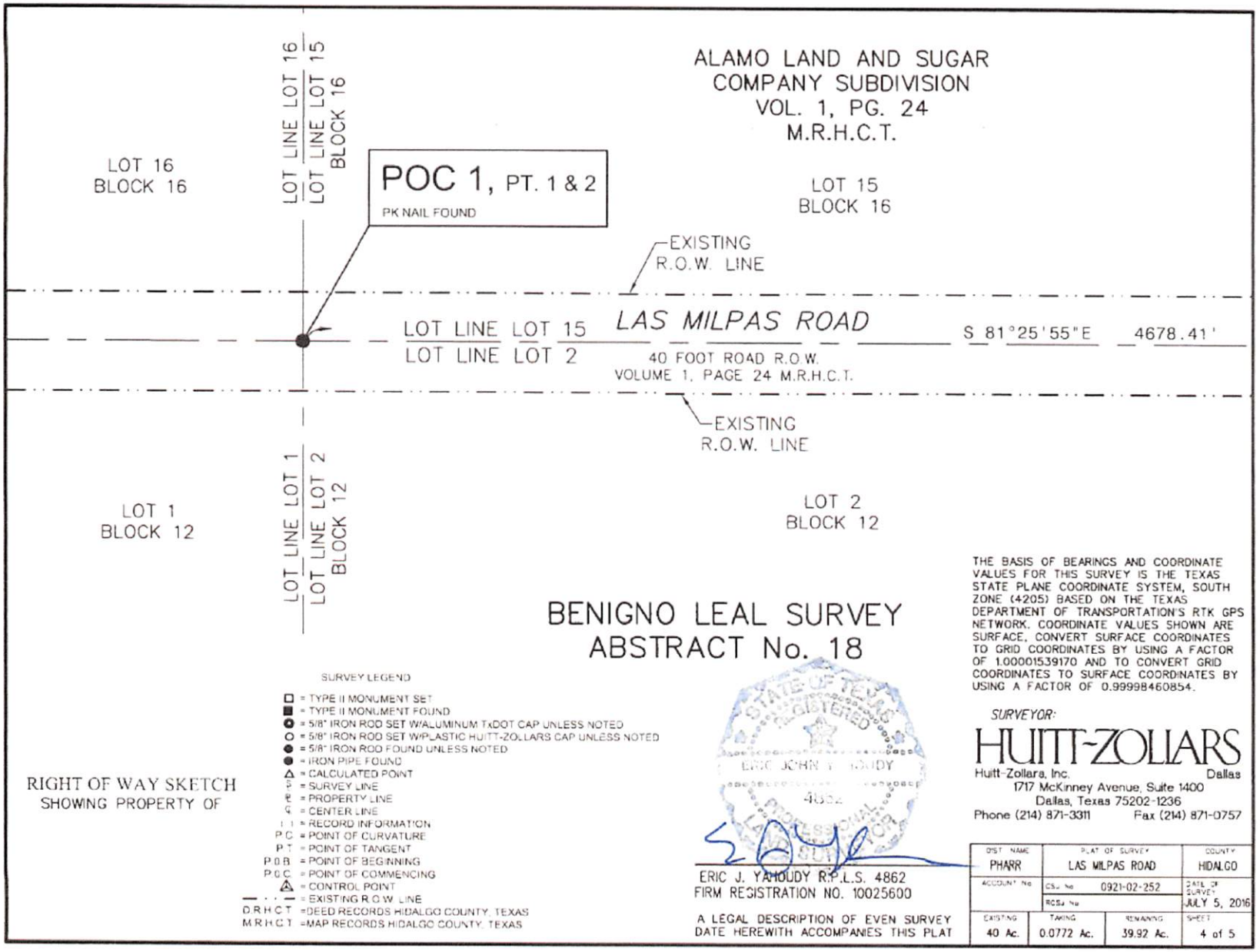
Parcel One – Part One – 0.0503 acres (2,190 sq. ft.)
Parcel One – Part Two – 0.0269 acres (1,172 sq. ft.)
Parcel One Total – 0.0772 acres (3,362 sq. ft.)

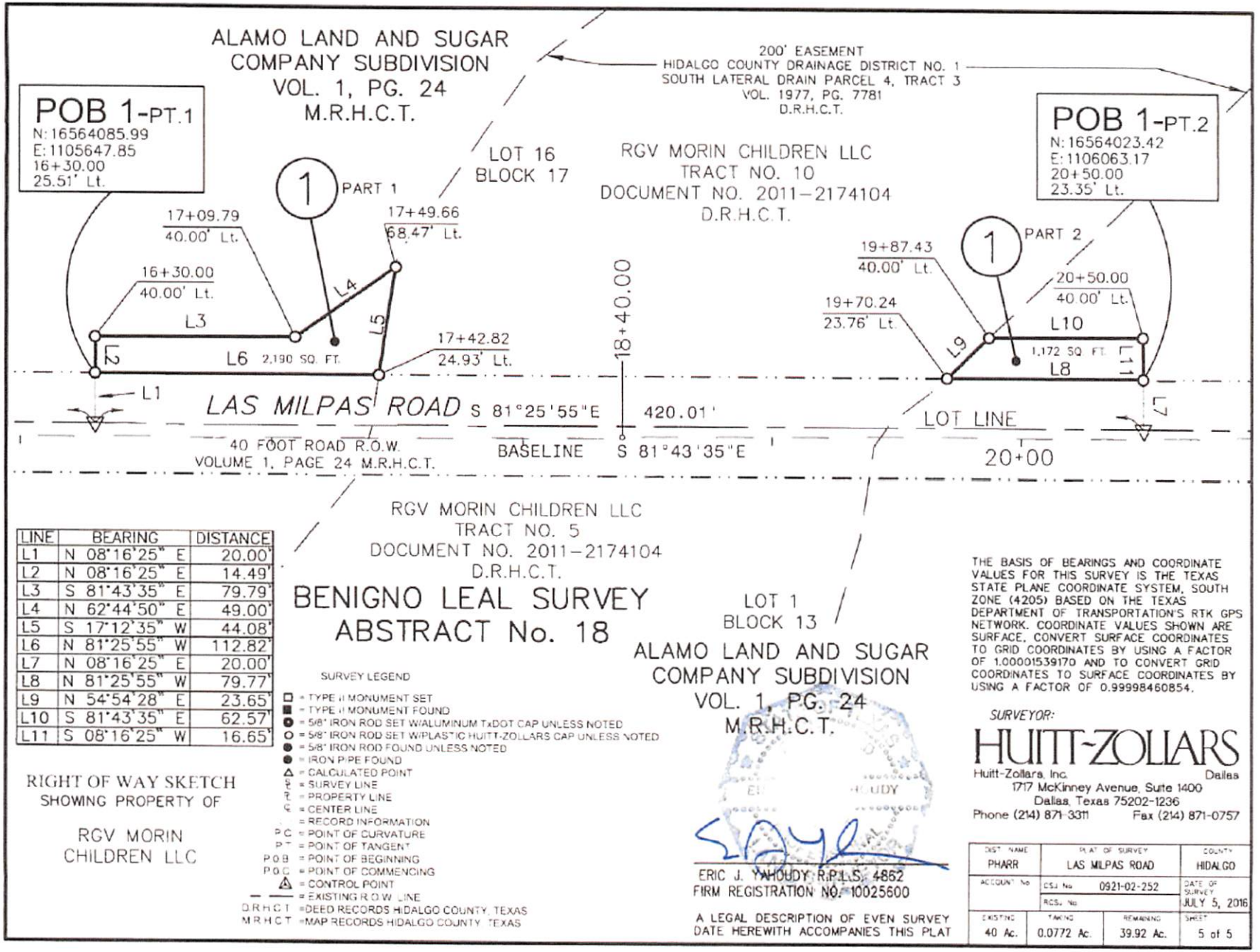
The Basis of Bearings and coordinate values for this survey is the Texas State Plane Coordinate System, South Zone (4205) based on the Texas Department of Transportation's RTK GPS network. Coordinate values shown are State Plane adjusted to surface using a factor of 0.99998460854.

A survey exhibit map of even date herewith accompanies this description.

For: Huitt-Zollars, Inc

Eric J. Yahoudy
Registered Professional Land Surveyor
Texas Registration No. 4862
Huitt-Zollars, Inc.
Firm Registration No. 10025600
1717 McKinney Avenue
Suite 1400
Dallas, Texas 75202-1236
Ph. (214) 871-3311
Date: July 5, 2016


ALAMO LAND AND SUGAR
COMPANY SUBDIVISION
VOL. 1, PG. 24
M.R.H.C.T.
LOT 16
BLOCK 16
LOT LINE LOT 16
LOT LINE LOT 15
BLOCK 16
POC 1, PT. 1 & 2
PK NAIL FOUND
LOT 15
BLOCK 16
EXISTING
R.O.W. LINE
LOT LINE LOT 15
LOT LINE LOT 2
LAS MILPAS ROAD
S 81°25'55"E 4678.41'
40 FOOT ROAD R.O.W.
VOLUME 1, PAGE 24 M.R.H.C.T.
EXISTING
R.O.W. LINE
LOT 1
BLOCK 12
LOT LINE LOT 1
LOT LINE LOT 2
BLOCK 12
LOT 2
BLOCK 12
BENIGNO LEAL SURVEY
ABSTRACT No. 18
RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
SURVEY LEGEND
□ = TYPE II MONUMENT SET
■ = TYPE II MONUMENT FOUND
○ = 5/8" IRON ROD SET W/ALUMINUM TxDOT CAP UNLESS NOTED
○ = 5/8" IRON ROD SET W/PLASTIC HUITT-ZOLLARS CAP UNLESS NOTED
● = 5/8" IRON ROD FOUND UNLESS NOTED
● = IRON PIPE FOUND
△ = CALCULATED POINT
℄ = SURVEY LINE
℄ = PROPERTY LINE
℄ = CENTER LINE
( ) = RECORD INFORMATION
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENT
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING
⚠ = CONTROL POINT
— · · — = EXISTING R.O.W. LINE
D.R.H.C.T. = DEED RECORDS HIDALGO COUNTY, TEXAS
M.R.H.C.T. = MAP RECORDS HIDALGO COUNTY, TEXAS
STATE OF TEXAS
REGISTERED
ERIC JOHN YAHOUDY
4862
PROFESSIONAL
LAND SURVEYOR
ERIC J. YAHOUDY R.P.L.S. 4862
FIRM REGISTRATION NO. 10025600
A LEGAL DESCRIPTION OF EVEN SURVEY
DATE HEREWITH ACCOMPANIES THIS PLAT
THE BASIS OF BEARINGS AND COORDINATE VALUES FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205) BASED ON THE TEXAS DEPARTMENT OF TRANSPORTATION'S RTK GPS NETWORK. COORDINATE VALUES SHOWN ARE SURFACE. CONVERT SURFACE COORDINATES TO GRID COORDINATES BY USING A FACTOR OF 1.00001539170 AND TO CONVERT GRID COORDINATES TO SURFACE COORDINATES BY USING A FACTOR OF 0.99998460854.
SURVEYOR:
HUITT-ZOLLARS
Huitt-Zollars, Inc. Dallas
1717 McKinney Avenue, Suite 1400
Dallas, Texas 75202-1236
Phone (214) 871-3311 Fax (214) 871-0757
DIST. NAME: PHARR
PLAT OF SURVEY: LAS MILPAS ROAD
COUNTY: HIDALGO
ACCOUNT No.
CSJ No. 0921-02-252
ROW No.
DATE OF SURVEY: JULY 5, 2016
EXISTING: 40 Ac.
TAKING: 0.0772 Ac.
REMAINING: 39.92 Ac.
SHEET: 4 of 5



LINE	BEARING	DISTANCE
L1	N 08°16'25" E	20.00'
L2	N 08°16'25" E	14.49'
L3	S 81°43'35" E	79.79'
L4	N 62°44'50" E	49.00'
L5	S 17°12'35" W	44.08'
L6	N 81°25'55" W	112.82'
L7	N 08°16'25" E	20.00'
L8	N 81°25'55" W	79.77'
L9	N 54°54'28" E	23.65'
L10	S 81°43'35" E	62.57'
L11	S 08°16'25" W	16.65'

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

RGV MORIN
CHILDREN LLC

SURVEY LEGEND

- □ = TYPE II MONUMENT SET
- ■ = TYPE II MONUMENT FOUND
- ● = 5/8" IRON ROD SET W/ALUMINUM TxDOT CAP UNLESS NOTED
- ○ = 5/8" IRON ROD SET W/PLASTIC HUITT-ZOLLARS CAP UNLESS NOTED
- ● = 5/8" IRON ROD FOUND UNLESS NOTED
- ● = IRON PIPE FOUND
- △ = CALCULATED POINT
- ℄ = SURVEY LINE
- ℄ = PROPERTY LINE
- ℄ = CENTER LINE
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- P.C. = POINT OF CURVATURE
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- P.O.B. = POINT OF BEGINNING
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- ⚠ = CONTROL POINT
- — — = EXISTING R.O.W. LINE
- D.R.H.C.T. = DEED RECORDS HIDALGO COUNTY, TEXAS
- M.R.H.C.T. = MAP RECORDS HIDALGO COUNTY, TEXAS

THE BASIS OF BEARINGS AND COORDINATE VALUES FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205) BASED ON THE TEXAS DEPARTMENT OF TRANSPORTATION'S RTK GPS NETWORK. COORDINATE VALUES SHOWN ARE SURFACE. CONVERT SURFACE COORDINATES TO GRID COORDINATES BY USING A FACTOR OF 1.00001539170 AND TO CONVERT GRID COORDINATES TO SURFACE COORDINATES BY USING A FACTOR OF 0.99998460854.

ERIC J. YAHOUDY R.P.L.S. 4852
FIRM REGISTRATION NO. 10025600

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

SURVEYOR:
HUITT-ZOLLARS
Huitt-Zollars, Inc. Dallas
1717 McKinney Avenue, Suite 1400
Dallas, Texas 75202-1236
Phone (214) 871-3311 Fax (214) 871-0757

DIST. NAME	PLAT OF SURVEY		COUNTY
PHARR	LAS MILPAS ROAD		HIDALGO
ACCOUNT No.	CSJ No. 0921-02-252		DATE OF SURVEY JULY 5, 2016
	RCS. No.		
EXISTING	TAKING	REMAINING	SHEET
40 Ac.	0.0772 Ac.	39.92 Ac.	5 of 5

Part To Be Acquired

In order to determine the unit market value of the subject property as a whole, the Sales Comparison Approach "as vacant" is utilized to determine the subject land value. Once this is completed, the appraiser shall utilize the unit rate (value per square foot or per acre) for the determination of the pro-rata valuation. This determination of market value is based on the fee simple estate for the property with the current highest and best use. During the analysis of the unit rate, the appraiser has been instructed by jurisdictional exception to disregard any decreases or increases in the market value that are directly caused by the public improvement or its likelihood, prior to the date of valuation. This is applied to the determination of the value as a whole, part to be acquired and the remainder before acquisition. In the remainder after scenario, the determination of market value must consider the effect of the proposed acquisition on the remainder after, in order to determine if any damages (diminution in value) were incurred, as required by State Law.

The determination of market value of the part to be acquired is based on the comparability to other land sales within the market area, by utilizing the Sales Comparison Approach "as vacant". Upon the valuation of the part to be acquired, a valuation of the remainder before and after the acquisition shall be analyzed to determine the diminution in market value (if any). The following pages shall determine the market value of each segment, in order to determine the total compensation for the part to be acquired.

PART TO BE ACQUIRED

Highest and Best Use:
The highest and best use of the subject property is for agricultural use.

Contributory Value of Improvements		
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
Total Contributory Value of Improvements		$ -
Land 0.0772 Acres @ $ 22,000 / Square Foot	$ 1,698	
Total Land		$ 1,698
TOTAL AS A UNIT		**$ 1,698**

REMAINDER BEFORE THE ACQUISITION

Contributory Value of Improvements		
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
Total Contributory Value of Improvements		$ -
Land 39.9228 Acres @ $ 22,000 / Square Foot	$ 878,302	
Total Land		$ 878,302
TOTAL AS A UNIT		**$ 878,302**

Form ROW-A-5 (Rev. 08/11)

PROPERTY VALUATION SUMMARY

Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

HIGHEST AND BEST USE ANALYSIS:
The subject property is analyzed to determine if the acquisition area affects the highest and best use of the subject property in the remainder after. Based on the land area remaining, the highest and best use shall remain for an agricultural use, with no diminution to the market value of the remainder after the acquisition.

Valuation Approaches

Cost Approach ..... $ Not Applicable

Sales Comparison Approach ..... $ 878,302

Income Approach ..... $ Not Applicable

Reconciliation of Approach to Value:
Since the subject property is a vacant tract with no contributory improvements, the Sales Comparison Approach "as vacant" is the only reliable method to value the pro-rata part of the whole.

Contributory Value of Improvements	
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	$ -

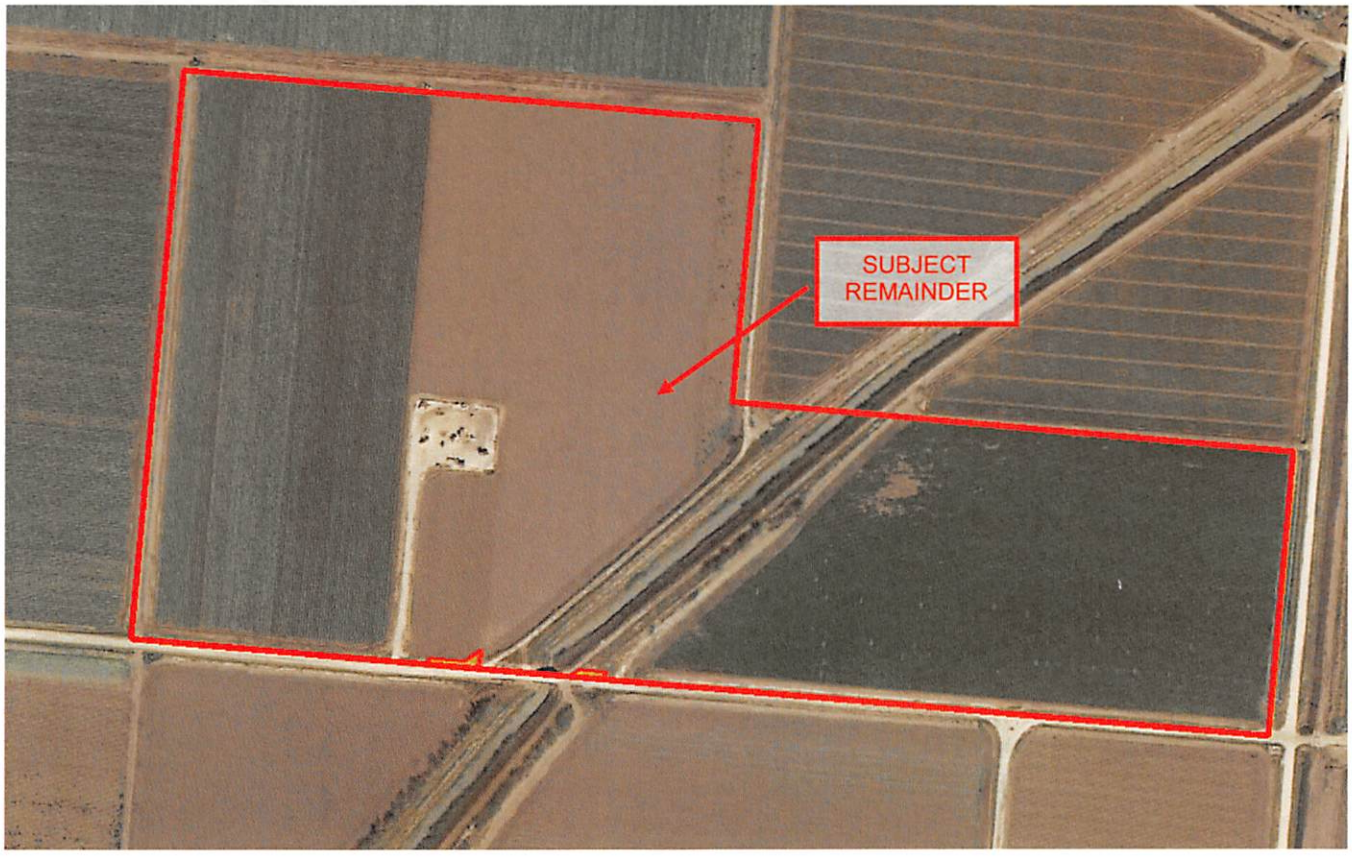
Land Value	39.9228 Acres	@ $	22,000 / Acre	$	878,302
Total Land Value				$	878,302

Reconciled Final Value _____ **$ 878,302**

Land Value, pg 5.2 | Cost Approach, pg 5.4 | Sales Comparison Approach, pg 5.5 | Income Approach, pg 5.6

Remainder After Acquisition

The remainder after shall be left with a section of land that shall have sufficient size and shape for continued agricultural use. Based on the land area remaining, the highest and best use shall remain for agricultural use, with no diminution to the market value of the remainder after the acquisition.



Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☒ Improved: ☐

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	Judith A. Morin	Agustin Garcia, joined herein proforma by my wife, Carolina Garcia	German Zuniga, Jr. & Diana Zuniga	German Zuniga
Grantee	RGV Morin Children LLC c/o Dorothy Jean Malcon	Comanche Asset Management LLC	Marcos Perez Almaguer & Norma Perez	German Xavier Gonzalez
Date	January 27, 2011	December 1, 2014	February 11, 2015	January 5, 2015
Sales Price	$ -	$ 1,000,000	$ 175,000	$ 150,000
Unit Price	$ -	$ 26,199 / SF	$ 35,000 / SF	$ 34,169 / SF
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Relative Location	Average	Superior -25%	Superior -25%	Superior -25%
Corner Influence	Corner	Corner 0%	Corner 0%	Interior 5%
Physical Characteristics	Average	Similar 0%	Similar 0%	Similar 0%
Topography	Level	Similar 0%	Similar 0%	Similar 0%
Available Utilities	Water / No Sewer	Similar 0%	Similar 0%	Similar 0%
Frontage	Las Milpas Rd & Tower Rd	Dicker Rd & Stewart Rd (limited frontage due to canal) 10%	Las Milpas Road 0%	Las Milpas Road 0%
Size of Tract	39.9228 SF	38.17 0%	5.00 -15%	4.39 -15%
	Net Adjustment	$ (3,930) -15%	$ (14,000) -40%	$ (11,959) -35%
	Indicated Unit Value	$ 22,269 / SF	$ 21,000 / SF	$ 22,210 / SF
Estimated Unit Value of Fee Simple Area				**$ 22,000 / SF**

Estimated Value by Sales Comparison Approach $ **878,302**

Diminution of Market Value **0%**

Market Value Remainder After $ **878,302**

Explanation of Adjustments with Reconciliation

The sales comparison approach utilizes three (3) sales with similar highest and best uses as the subject property. Each of these sales was gathered through various sources, including but not limited to, the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various property owners in the surrounding market area. Each sale was confirmed with at least two sources, which include the Hidalgo County Deed Records and the Hidalgo Count Appraisal District. The sites associated with these were visited to determine the true comparability toward the subject property. They were reviewed for items recognized by the market that affect market value, including but not limited to, conditions of the sale, market conditions, relative location, physical characteristics, and available utilities. These and other factors that are recognized for arms-length transactions are examined and may require adjustments for any differences found in comparison to the subject property. After adjustments were made to each sale, an adjusted unit range of value of $21,000 per acre to $22,269 per acre was determined. Based on the surrounding market and the limited utilities, a unit rate near the mid-range of the adjusted range was selected, i.e., $22,000 per acre.

Form ROW-A-5 (Rev. 08/11)

COST APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

ESTIMATED REPLACEMENT / REPRODUCTION COST					
IMPROVEMENT	**Number of Units**	**$ Per Unit**	**Cost New**	**Depreciation**	**Value**
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Buildings					$ -
Accessory Improvements					
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					$ -
Site Improvements					
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					$ -
Contributory Value of All Improvements					$ -

	Net Land Area			**Price / Unit**	
Land Value (Fee)	39.9228	SF	@	$ 22,000 / SF	$ 878,302
Estimated Value By Cost Approach					**$ 878,302**

The cost approach to value was not appropriate, as the site is vacant land and has no site or building improvements.

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☐ Improved: ☒

VALUATION GRID	REPRESENTATIVE COMPARABLE SALES							
	Subject	**Comp. Sale No. 1**		**Comp. Sale No. 2**		**Comp. Sale No. 3**	
Grantor							
Grantee							
Date of Sale							
Unit Price	$ - / SF	$ - / SF		$ - / SF		$ - / SF	
Relative Location	Average		0%		0%		0%
Lot Location	Corner		0%		0%		0%
Financing	Conventional		0%		0%		0%
Conditions of Sale	Cash to Seller		0%		0%		0%
Market Conditions	Average		0%		0%		0%
Physical Characteristics	Average		0%		0%		0%
Available Utilities	All Utilities		0%		0%		0%
Street Access	Public		0%		0%		0%
Size of Improvement	SF	SF	0%	SF	0%	SF	0%
Net Adjustments			0%		0%		0%
	Indicated Unit Value	$ - / SF		$ - / SF		$ - / SF	
Estimated Unit Value of Fee Simple Area						$ - / SF	

Estimated Value by Sales Comparison Approach _____ **Not Applicable**

The Sales Comparison Approach (As Improved) is not an applicable approach to value, as the subject property is vacant land.

INCOME APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Potential Gross Income	.....			$ -
Vacancy	%			$ -
Effective Gross Income	.....			$ -
Expenses				$ -
Fixed: Taxes.....		$ -		$ -
Insurance.....		$ -		$ -
Variable: Management.....		$ -		$ -
Other		$ -		$ -
		$ -		$ -
		$ -		$ -
Total Expenses	.....			$ -
Net Operating Income	.....			$ -
Income Capitalized @		%	.....	$ -
Plus: Value of Excess Land (If Any)			.....	$ -
			.....	$ -
Estimated Value By Income Approach			.....	Not Applicable

The Income Approach (As Improved) to value is not an applicable approach, as the subject property is vacant land.

Explanation of Cost To Cure

No improvements are located within the remainder after; therefore, there is no cost to cure.

COMPENSATION SUMMARY

WHOLE PROPERTY

The market value of the whole property is	$ 880,000	

PART TO BE ACQUIRED

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject to any existing easements, if any, which are not to be extinguished)		$ 1,698

REMAINING PROPERTY

The value of the remainder immediately before the taking is	$ 878,302	
Considering the uses to which the part taken is to be subjected to the market value of the remainder immediately acquisition is	$ 878,302	

NET DAMAGES OR ENHANCEMENTS (if any)		$ -

ACCESS

The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of		$ -

COST TO CURE	$ -	

TOTAL COMPENSATION		$ **1,698**

Leonel Garza III

President of Leonel Garza Jr. & Associates LLC

Company Bio

Leonel Garza Jr. & Associates, LLC provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With accounts throughout South Texas including the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, national franchises, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties and specialty type properties.

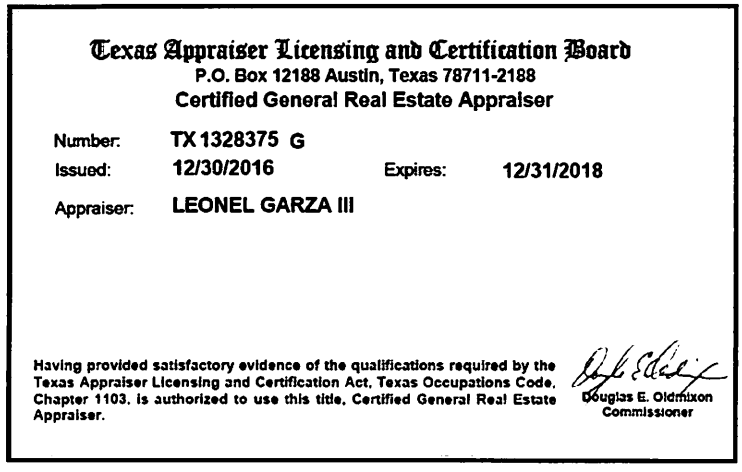
Right-of-Way Division

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. Leonel Garza III has undergone extensive training in this field of work. He specializes in acquisitions concerning diminution of market value and/or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, transmission line easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support. Clients include the Texas Department of Transportation (TxDOT), Texas Attorney General Office Real Estate Division, Hidalgo County Drainage District No. 2, Hidalgo County Regional Mobility Authority (HCRMA), American Electric & Power (AEP), Electric Transmission of Texas, Hidalgo County Precinct No. 2, Hidalgo County Precinct No. 3, Hidalgo County Precinct No. 4 and United Irrigation District.

Texas A&M University, College Station, Texas
Bachelor of Science Degree, 1995
Biomedical Science Major

Texas Appraiser Licensing and Certification Board
Certified General Real Estate Appraiser
TX 1328375 G

Texas Department of Licensing and Regulation
State Certified Property Tax Consultant
TX 00003181



Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: TX 1328375 G
Issued: 12/30/2016 Expires: 12/31/2018
Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

Community Service & Professional Organizations

Appraisal Institute
Associate Member

The Appraisal Institute is a global professional association of real estate appraisers, with nearly 20,000 professionals in almost 60 countries throughout the world. Its mission is to advance professionalism and ethics, global standards, methodologies, and practices through the professional development of property economics worldwide. (www.appraisalinstitute.org).

National Association of Master Appraisers

Designated as a Master Senior Appraiser by the National Association of Master Appraisers. This designation is obtained through educational requirements and experience. (www.naappraisers.org)

International Right of Way Association (IRWA)
Associate Member 7899430

The International Right of Way Association is a professional member organization comprised of global infrastructure real estate practitioners. IRWA has served professionals who acquire, manage and transfer the land rights needed for building and maintaining energy and transportation infrastructure. Recognized for their high ethical standards, commitment to integrity and professional excellence, IRWA's nearly 10,000 members hail from over 15 countries around the world. They are united by their profession and their commitment to pursuing training and professional development through courses, chapter meetings, seminars and the annual education conference. (www.IRWA.com)

Hidalgo County Subdivision Advisory Board
Chairman of the Board

This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and/or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and/or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. Appointed to the board since May 1999.

Hidalgo County Building Line of Adjustments
Chairman of the Board

This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and/or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and/or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction. Appointed to the board since January 2005.

McAllen Planning and Zoning Board
Former Member & Chairman

This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development. Member of board from February 8, 2010 to January 28, 2016.

McAllen Traffic Commission Board
Former Member & Vice Chairman

Makes recommendations to the City Commission to reduce and eliminate traffic congestion and flow throughout the City. Member of board from April 14, 2008 to June 24, 2014.

McAllen Zoning Board of Adjustments and Appeals
Former Member & Chairman

This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings. Member of board from February 2002 to February 2008.

McAllen Ambulance Advisory Committee
Former Member & Vice Chairman

Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

McAllen Building Board of Adjustments and Appeals
Former Member

The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants. Board member from January 28, 2002 to December 31, 2003

2174104

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: January 1, 2011

Grantors: JUDITH A. MORIN, JAMES M. MORIN, JR., MARY J. SCHNEIDER, MICHAEL J. MORIN, ANTHONY W. MORIN, DOROTHY JEAN MALCOM, and MARTHA LOUISE ROWAND

Grantors' Mailing Address:

JUDITH A. MORIN
121 E. Quamasia, Apt. 106
McAllen, TX 78504
Hidalgo County, TX

MICHAEL J. MORIN
114 Sunrise Ln.
Mission, TX 78572
Hidalgo County, TX

MARTHA LOUISE ROWAND
221 Raincloud
Wimberley, TX 78676
Hays County, TX

JAMES M. MORIN, JR.
P.O. Drawer J
Port Isabel, TX 78578
Cameron County, TX

ANTHONY W. MORIN
3801 N. 7th Court
McAllen, TX 78501
Hidalgo County, TX

MARY J. SCHNEIDER
104 W. Xanthisma
McAllen, TX 78504
Hidalgo County, TX

DOROTHY JEAN MALCOM
7709 N. 1st St.
McAllen, TX 78504
Hidalgo County, TX

Grantee: RGV Morin Children LLC

Grantee's Mailing Address: c/o Dorothy Jean Malcom
7709 N. 1st Street
McAllen, Texas 78504
Hidalgo County

Consideration:

Equal membership interests in RGV Morin Children LLC. The Property is conveyed to Grantee for the purpose of contributing to the capital of RGV Morin Children LLC.

Property (including any improvements):

SURFACE ONLY IN AND TO THE FOLLOWING DESCRIBED TRACTS:

Tract No. 1:
Lot Three (3), Block Twelve (12), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

Tract No. 2:
Lot Four (4), Block Twelve (12), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

Tract No. 3:
Lot Five (5), Block Twelve (12), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

Tract No. 4:
Lot Six (6), Block Twelve (12), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

Tract No. 5:
Tract One (1), Block Thirteen (13), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

Tract No. 6:
The West one-half (W. ½) of Lot Two (2), Block Thirteen (13), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

Tract No. 7:
Lot Thirteen (13), Block Sixteen (16), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

Tract No. 8:
South one-half (S. ½) of Lot Fourteen (14), Block Sixteen (16), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

Tract No. 9:
South one-half (S. ½) of Lot Fifteen (15), Block Seventeen (17), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

Tract No. 10:
Lot Sixteen (16), Block Seventeen (17), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. Prior mineral reservations of record;
2. Oil, gas and mineral leases of record, if any;
3. Building conditions and restrictions of record;
4. Rules, regulations, rights of way and easements in favor of any utility company or water improvement district of record;
5. All easements of record and visible easements;
6. Existing liens of record;

7. Taxes for the year 2011 and subsequent assessments for prior years due to change in land use or ownership.
8. For Grantors and Grantors' heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS."

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell and convey to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantors bind Grantors and Grantors' successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, limited however to those claims by, through or under Grantors, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE TO THIS PROPERTY.

Judith A. Morin

James M. Morin, Jr.

Mary J. Schneider

Michael J. Morin

Anthony W. Morin

Dorothy Jean Malcom

Martha Louise Rowand

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

This instrument was acknowledged before me by Judith A. Morin on this 13 day of JANUARY, 2011.

ORLANDO MERCADO
Notary Public
STATE OF TEXAS
My Comm. Exp. 12-29-2012

Notary Public, State of Texas

STATE OF TEXAS)
HIDALGO)
COUNTY OF ~~CAMERON~~ OR)

This instrument was acknowledged before me by James M. Morin, Jr. on this 13 day of JANUARY, 2011.

ORLANDO MERCADO
Notary Public
STATE OF TEXAS
My Comm. Exp. 12-29-2012

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

This instrument was acknowledged before me by Mary I. Schneider on this 13 day of JANUARY, 2011.

ORLANDO MERCADO
Notary Public
STATE OF TEXAS
My Comm Exp 12-29-2012

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

This instrument was acknowledged before me by Michael J. Morin on this 13 day of JANUARY, 2011.

ORLANDO MERCADO
Notary Public
STATE OF TEXAS
My Comm Exp. 12-29-2012

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

This instrument was acknowledged before me by Anthony W. Morin on this 13 day of JANUARY, 2011.

ORLANDO MERCADO
Notary Public
STATE OF TEXAS
My Comm. Exp. 12-29-2012

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

This instrument was acknowledged before me by Dorothy Jean Malcom on this 13 day of JANUARY, 2011.

ORLANDO MERCADO
Notary Public
STATE OF TEXAS
My Comm. Exp. 12-20-2012

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF HAYS)

This instrument was acknowledged before me by Martha Louise Rowand on this 19 day of JAN, 2011.

LAURA CRUMPACKER
MY COMMISSION EXPIRES
June 15, 2014

Notary Public, State of Texas

After Recording Return To:

Judy Lee Wong
Atlas & Hall, L.L.P.
P. O. Box 3725
McAllen, TX 78502-3725

Prepared in the Law Office of:

Judy Lee Wong
Atlas & Hall, L.L.P.
P. O. Box 3725
McAllen, TX 78502-3725

F:\MTJUDY-PROBATE - CLIENT DOCUMENTS\MORIN Trust\Special Warranty Deed #1-RGV.wpd

AI-60254 **Precinct #2** **18. C.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval to accept counter offer to purchase a tract of land known as Parcel 2 (Part 1 and 2) for the Pct 2 Las Milpas Bridge Replacement Project.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1315-431-60-122-057-0-710

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

BUDGETARY IMPACT:

Funding approval of AI#60250 CC6/13/17.

Attachments

Back up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/09/2017 01:23 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Erika Zamora		Started On: 06/09/2017 12:16 PM
Final Approval Date: 06/09/2017		

HIDALGO COUNTY
PRECINCT 2

COMMISSIONER
EDUARDO "EDDIE" CANTU

Eduardo "Eddie" Cantu
COUNTY COMMISSIONER

MEMO

TO: Commissioner's Court

FROM: Jaime Salinas,
Hidalgo County Right of Way Department

TE: June 8, 2017

RE: Hidalgo County Precinct No.2 Las Milpas Bridge Replacement Project (Parcel # 2 part 1 and 2

(RGV Morin Children LLC) Counter-offer approval request

==========

Attached please find the letter provided by property owner for the above-mentioned project.

Appraised Value:	$ 2,548.00
Settlement Request:	$ 3,995.00
Difference to Landowner	$ 1,447.00

Commissioners Court Executive Session June 13, 2017

Approved; _____

Not Approved; _____

300 W. Hall Acres Suite G . Pharr, TX 78577 • 956.787.1891 • eduardo.cantu@co.hidalgo.tx.us

From: RGV Morin Children LLC
c/o Dorothy Jean Malcom
7709 N. 1st Street
McAllen, Texas 78504

To: Hidalgo County Precinct 2
Mr. Jaime Salinas, ROW Agent
300 W. Hall acres, Suite G
Pharr, Texas 78577

May 30, 2017

Dear Mr. Salinas:

Thank you for your correspondence of May 25, 2017 regarding Parcel 1 (Part 1 & 2) and Parcel 2 (Part 1 & 2) of the Las Milpas Bridge Replacement Project.

After reviewing the appraisal report and the offer letter we have prepared this request for administrative settlement.

The appraisal prepared for the County identifies three comparable sales ranging in size from 4.39 acres to 40 acres. Our property was appraised as a 40 acre tract.

The market in this area is for smaller sized tracts. Almost everyone that calls is interested in 5 acre (or smaller) tracts. Comparable sales #2 and #3 are around 5 acres each and sold for $34,169/acre and $35,000/acre. Each of our parcels contains a part 1 and part 2 with the 2 parts divided by a drainage ditch. Our property is very similar to comparable sales #2 and #3 and could be sold in tracts like sales #2 and #3. Since the two parcels are divided into four separate tracts, it seems reasonable to value the property as 4 tracts similar in size to land sales #2 and #3. Our proposal for administrative settlement is based on the following amounts:

Parcel 1	Acres	$/Acre	Amount
Part 1	0.0503	$34,500	$1,735
Part 2	0.0269	$34,500	$928
Total	**0.0503**	**$34,500**	**$2,663**

Parcel 2	Acres	$/Acre	Amount
Part 1	0.0545	$34,500	$1,880
Part 2	0.0613	$34,500	$2,115
Total	**0.1158**	**$34,500**	**$3,995**

Thank you for your help, I look forward to hearing from you soon.

Sincerely,

Dorothy Jean Malcom
President, RGV Morin Children LLC
Cell 956 369-0371

Form ROW-A-5
(Rev. 08/11)

REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: South side of Las Milpas Road, in-between Tower Road and Alamo Road, south of Alamo, Texas
District: 21

Property Owner: RGV Morin Children LLC c/o Dorothy Jean Malcon
Parcel: 2 Part 1& 2

Address of Property Owner: 104 Xanthisma Avenue, McAllen, Texas 78504
ROW CSJ: 0921-02-252

Occupant's Name: Vacant Tract
Federal Project No:

Whole: ☐ Partial: ☒ Acquisition
Highway: Las Milpas Road
County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and Sulphur. If this acquisition is of less than the whole property, then any special benefits and /or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is $2,548 as of May 24, 2017, based upon my independent appraisal and the exercise of my professional judgment;

That on May 24, 2017 (date)(s), I personally inspected in the field the property herein appraised; that I afforded RGV Morin Children LLC c/o Dorothy Jean Malcon, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection;

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on May 22, 2017 (date)(s);

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Texas Department of Transportation, and/or their representatives, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified to such findings;

That my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? ___No___ (yes or no)
2. If so, is the denial of direct access material?___N/A___ (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $__0.00__.

I certify to the best of my knowledge and belief:

That the statements of fact contained in this report are true and correct;

That the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions;

That I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;

That my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right-of-way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration within the reasonable control of the owner, has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature

General Real Estate Appraiser (TX 1328375 – General)
Certification Number

May 24, 2017
Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.

Reviewing Appraiser Date

* A 5 *

Certification of Appraisal

I, Leonel Garza III, certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice.*

I have made a personal on-site and/or off-site visit of the property that is the subject of this report based on the permission granted at the time of inspection.

Thomas M. Davis, State Certified General Real Estate Appraiser, with Leonel Garza Jr. & Associates, LLC, provided significant professional assistance in the preparation of this report, not limited to a physical inspection, taking of photographs of the subject property and value analysis.

No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an Associate Member of the Appraisal Institute and is not an MAI Designated Appraiser. However, he is currently seeking designation.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, i.e., a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan.

This appraisal has been completed with the extraordinary assumption that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. The Texas Department of Transportation can control access in the future by way of permit at the time of redevelopment or re-subdivision of the subject property and/or by way of the Access Management Policy enacted by the State of Texas. This assignment was completed in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:

(d) "In estimating injury or benefit under Subsection (c), the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property, including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owner experiences in common with the general community, including circuity of travel and diversion of traffic. In this subsection, "direct access" means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street, or highway."

I have performed no other appraisal services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within a three-year period immediately preceding acceptance of this assignment.

Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General

Assumptions and Limiting Conditions

No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable, unless otherwise stated.

The property is appraised free and clear of any or all liens or encumbrances, unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been, or can be, obtained or renewed for any use for which the value estimate contained in this report is based.

It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass, unless noted in the report.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property and is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Any allocation of the total value in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question, unless arrangements have been previously made.

No part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser. Possession of this report, or a copy thereof, does not carry with it the right of publication.

Marketing Time: Begins with the date of value estimate and the exposure time indicated.

Exposure to the Open Market: Listing the property on the market for sale with a Realtor, member of the Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.

Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Jurisdictional Exception

Jurisdictional Exception is defined in the Uniform Standards of Professional Appraisal Practice (2014-2015 Edition) as an assignment condition established by applicable law or regulation which precludes an appraiser from complying with a part of USPAP. Project impact/influence is disregarded in the appraisal of the subject whole property. This is a departure from Standards Rule 1-4(f), which states that "when analyzing anticipated public or private improvements, located on or off the site, an appraiser must analyze the effect on value, if any, of such improvements to the extent they are reflected in market actions." (U-20, Lines 618-620). This report has been prepared in such a manner that any market influences projected by the proposed development shall not be taken into consideration.

Client for Appraisal

The client for this report is Hidalgo County Precinct No. 2, located at 300 West Hall Acres, Suite G, Pharr, Texas 78577. Jaime Salinas is the project manager and can be contacted at (956) 787-1891.

Intended Use and User

The appraisal report is intended for use solely by Hidalgo County Precinct No. 2, the City of Edinburg and others involved in the project. The purpose of this report is to provide a current market value of the part to be acquired so that Hidalgo County Precinct No. 2 can begin negotiations for the purchase of the subject property, in part or as a whole, as described by the survey provided. The report, in part or as a whole, is to be used solely for the acquisition of said property in the name of Hidalgo County Precinct No. 2. The acquisition of the subject property (whole or part) shall be utilized for the expansion and extension of Las Milpas Road. The project limits begin and end at the east and west side of the canal bridge on Las Milpas Road in-between Alamo Road and Tower Road. This report is not intended for any other use, unless specified by the client, Hidalgo County Precinct No. 2.

Scope of the Assignment

By contract and written authorization to proceed, Hidalgo County Precinct No. 2 requested that Garza & Associates prepare an appraisal report of the part to be acquired for the proposed right-of-way project. The subject property shall be valued in the fee simple estate in its present condition. The scope of the assignment makes the extraordinary assumption that the subject property is free from contamination and/or other environmental conditions, which would affect the overall market value. In addition, the subject property shall be valued with the Jurisdictional Exception that the subject property shall be valued without project influence. The owner-of-record shall be contacted by letter affording the right to be present on-site with the appraiser at the time of on-site visit. In the event that confirmation cannot be made with the owner-of-record, the appraiser is to proceed from an existing public road right-of-way. During the appraisal process, other sales in the area shall be analyzed for comparability and reliability in determining the market value of the subject property. Any site or building improvements located within the acquisition area shall be measured and photographed. These improvements shall be itemized for purposes of compensation and/or cost to cure (if any). The report shall establish the market value of the whole, part to be acquired, and the remainder before and after the acquisition. The appraiser shall also review the remainder before and after to determine if there is any diminution of market value. This report shall be prepared and conform with the Texas Department of Transportation ROW A-5 Form Rev. 08/2011.

Property Rights

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee simple is defined as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Dictionary of Real Estate Appraisal, Appraisal Institute

Market Value

The following is the basis for which the determination of market value is established for the subject property. In addition, these factors are used for the selection of comparables in the Direct Sales Analysis.

"The price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

City of Austin v. Cannizzo, 267 S.W. 2d 808 (Tex 1954)

Exposure & Marketing Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, there is a twelve (12) to eighteen (18) month exposure time and marketing time period for the subject property. This was estimated based on current and past listings located within the market area, which were reviewed during the sales search for comparables similar to the subject property. However, it is noted that the subject properties may not have active utilities available to the site, which may extend the overall exposure and marketing time period.

Personal Property

Pursuant to the scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation. Any and all personal property and/or realty located within the existing road right-of-way shall be deemed non-compensable. In the event the selected items are determined to be compensable, they shall be included within the cost approach section of this report.

Extraordinary Assumptions & Hypothetical Conditions

1. *The subject property is owned in fee simple and shall be appraised as such. Any fractional interest involved in the subject property shall not be analyzed as dictated by the scope of the assignment for purposes of determining market value.*

2. *It is assumed that the subject property owner can obtain a building permit upon completion or extension of utilities within the subdivision.*

3. *The subject property as a larger unit consists of approximately 135.0 acres; however, a smaller economic unit of 40.0 acres was utilized for the subject property.*

Accessibility To Site

The owner-of-record was sent a certified letter asking for permission to enter the subject property to measure and photograph the subject property. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC, at (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in his/her presence with appraiser, Leonel Garza III.

GARZA
& ASSOCIATES

Leonel Garza Jr. & Associates LLC
Real Estate Appraisal Services

December 5, 2016

County: Hidalgo
Highway: Las Milpas Road
From:
Parcel 1 & 2

RGV Morin Children LLC
c/o Dorothy Jean Malcon
104 Xanthisma Avenue
McAllen, Texas 78504

To Whom It May Concern:

Garza & Associates LLC has been contracted by Hidalgo County Precinct No. 2, to appraise your property along Las Milpas Road. The purpose of this appraisal is to determine the market value of the part to be acquired required for the road expansion project. This road project has been developed by the Texas Department of Transportation and Hidalgo County Precinct No. 2.

I would like to extend the opportunity to meet with our appraisers on-site in order to explain the project and the purpose of the appraisal report. You may contact Garza & Associates at (956) 687-7295 for an office appointment to meet with me to discuss the project at our local office at 1419 Dove Avenue, McAllen, Texas. In the event access is not granted we will continue our inspection off-site along public right of way as per scope of the assignment.

We will be researching the market area for any and all real estate sales, and would appreciate any leads or information that would aid in the determination market value. If this letter does not pertain to you and or you have sold the property, please notify our office as soon as possible so that the proper owner can be notified of this project. If you have any questions you may contact us at (956) 687-7295 or email at leonel3@garza-associates.com.

With this letter I request permission to perform an on-site visit to measure and photograph the area to be acquired. This will include any site and or building improvements affected by the part to be acquired. If you have any objections or are willing to grant permission, please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible to make arrangements.

Sincerely,

Leonel Garza III
State Certified General Real Estate Appraiser
TX1328375-General

Cc: Hidalgo County Precinct No. 2
C/o: Jaime Salinas
300 West Hall Acres, Suite G
Pharr, Texas 78577
Office (956) 787-1891

7015 1520 0002 5945 3753

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- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To
RGV Morin Children LLC
c/o Dorothy Jean Malcon

Street and Apt. No., or PO Box No.
104 Xanthisma Avenue

City, State, ZIP+4®
McAllen, Texas 78504

MCALLEN, TX
DEC 09 2016
Postmark Here
Mail-Pak 78504

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
RGV Morin Children LLC
c/o Dorothy Jean Malcon
104 Xanthisma Avenue
McAllen, Texas 78504

Parcel No. 1 & 2
Las Milpas Road Project

9590 9403 0941 5223 1169 08

2. Article Number *(Transfer from service label)*
7015 1520 0002 5945 3753

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x M Schneider ☐ Agent ☒ Addressee

B. Received by *(Printed Name)*
M. J. Schneider

C. Date of Delivery
12/13/16

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

MCALLEN TEXAS
DEC 13 2016
78501

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

AERIAL MAP WHOLE TRACT

www.googleearth.com

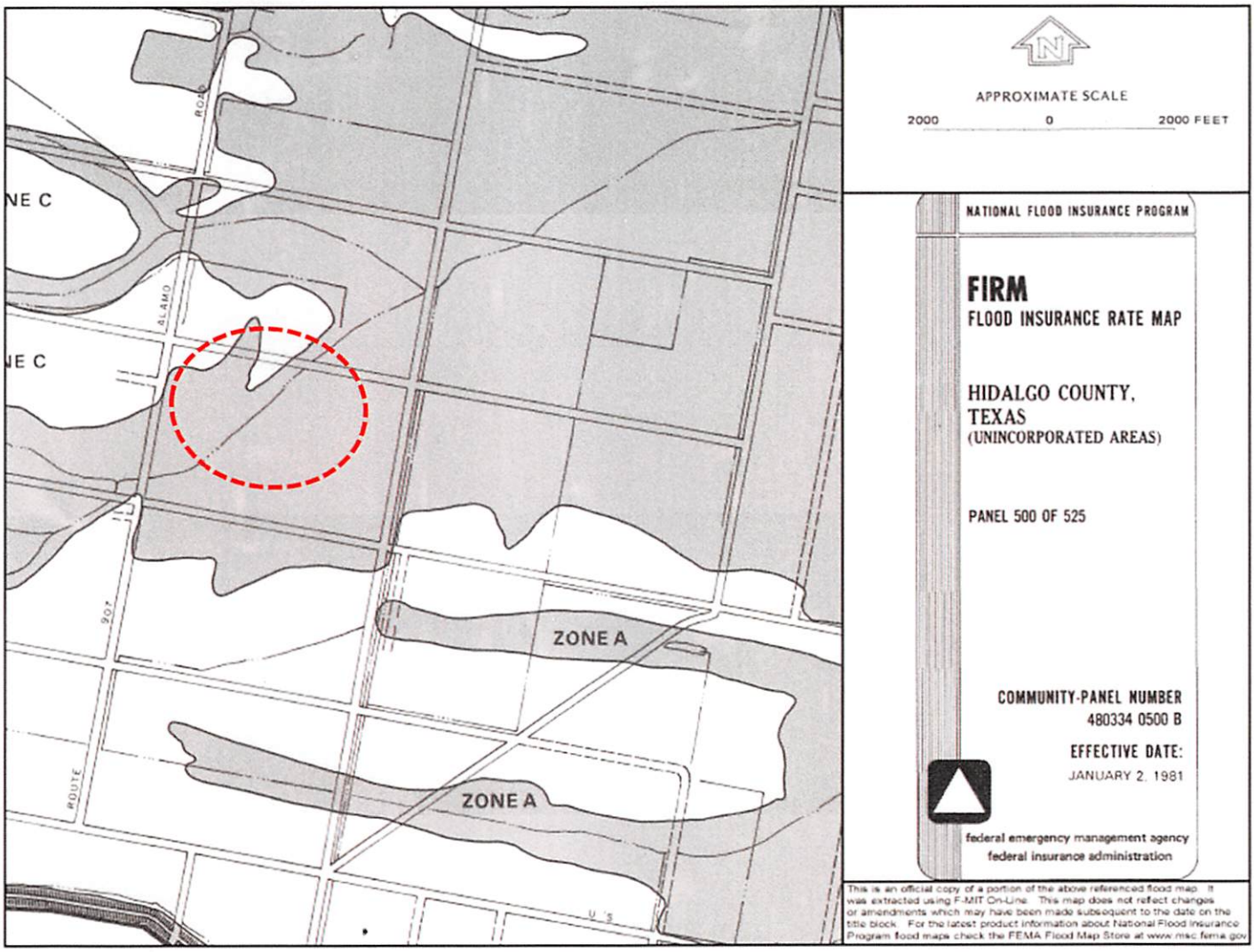
Available Utilities

According to the City of Alamo, the subject property is located outside of the city limits of Alamo, and has access to water provided by Military Highway Water Supply. Sanitary sewer service is not provided by Military Highway Water Supply; therefore, the subject property does not have access to sanitary sewer service.

Municipal Zoning

The property is located outside the city limits of Alamo, Texas, and Hidalgo County does not enforce any zoning ordinances; therefore, the subject property is not subject to zoning.

Flood Zone Designation



The subject property is located in Flood Zones A & C. Zone C is not designated as a Special Flood Hazard area, but Zone A is a Special Flood Hazard area. A flood hazard areas located on the Flood Insurance Rate Map is identified as a Special Flood Hazard Area (SFHA). SFHAs are defined as areas that will be inundated by any flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

www.fema.gov

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No. Parcel 2

Local Address: Northwest corner of Las Milpas Road and Tower Road, south of Alamo, Texas

Date Taken: May 24, 2017

Taken By: Leonel Garza Jr., & Associates

Point which taken: Photo 1: Las Milpas Road
Photo 2: Las Milpas Road

Looking: Photo 1: Eastern View
Photo 2: Eastern View

Photo 1
Eastern view of the proposed acquisition of Parcel 1, Part 1

Photo 2
Eastern view of the proposed acquisition of Parcel 1, Part 1

Point which taken: Photo 3: Las Milpas Road
Photo 4: Las Milpas Road

Looking: Photo 3: Southeastern View
Photo 4: Western View

Photo 3
Southeastern view of the proposed acquisition of Parcel 1, Part 2

Photo 4
Western view of the subject property of Parcel 1, Part 2

Whole Property

The subject property is vacant 40.0-acre agricultural tract of land located on the south side of Las Milpas Road in-between Tower Road and Alamo Road, south of Alamo, Texas. The subject property is legally described as Lot 1, Block 13 of Alamo Land and Sugar Company Subdivision. The subject property has approximately 1,985.0' lineal feet of frontage along the south side of Las Milpas Road. The subject property is not subject to municipal zoning and has access to potable water but not to sanitary sewer. Currently, the subject property is being utilized for agricultural row-crop farming.

Highest & Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improvement property – specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value.

"Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements."

The Dictionary of Real Estate Appraisal. 5TH Edition Chicago: Appraisal Institute, 2010

Legally Permissible

The subject property is located south of Alamo, Texas, within the jurisdiction of Hidalgo County. Therefore, the subject property is not subject to any zoning ordinance, and any use would be considered legally permissible.

Physically Possible

The subject property is an interior, rectangular-shaped, 40.0-acre tract, which is located on the south side of Las Milpas Road in-between Tower Road and Alamo Road. Las Milpas Road is a caliche unpaved road. The subject property has access to water provided by Military Highway Water Supply; however, sanitary sewer service is not available. The subject property has sufficient size, adequate shape, access, and access to utilities, to be developed for residential or light industrial use.

Financially Feasible

Based on the surrounding uses and access to the subject property, an agricultural use is determined to be the most financially feasible use. This is based on Las Milpas Road being an unpaved roadway that cannot support heavy truck traffic or commercial traffic levels.

Maximally Productive

The subject property is currently being utilized for agricultural purposes, as of the date of appraisal. The overall site would be at its maximally productive state for continued agricultural purposes. This is based on Las Milpas Road being an unpaved roadway that cannot support heavy truck traffic or commercial traffic levels.

The overall highest and best use is confirmed to be for continued agricultural use. No other economic use is appropriate for the site.

Property Tax Assessment

The Hidalgo County Appraisal District is currently reviewing and re-assessing property values for Year 2017. As such, the assessed value may be subject to change for the 2017 tax year. Property tax protest typically begins on or about May 31st annually. The Hidalgo County Appraisal District provides general information about the District and the property tax system in Texas, as well as general information regarding properties assessed for taxes. This data source does not replace the use of a title search, but will inform the appraiser of the current owner-of-record. The Appraisal District will annually appraise properties according to the Texas Property Tax Code and the Uniform Standards of Professional Appraisal Practices (USPAP). Research concerning the derivation of the following assessed value was not conducted during the course of this appraisal and is used for data collection purposes only. The following information can be found at www.hidalgoad.org and/or the District office located at 4405 S. Professional Drive, Edinburg, Texas.

Property

Account

Property ID:	111313	Legal Description:	ALAMO LAND & SUGAR CO BLK 13, LT 1 & W1/2 LOT 2 55.81AC NET
Geographic ID:	A1800-00-013-0001-00	Agent Code:	ID:1004426
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	LAS MILPAS TX	Mapsco:	
Neighborhood:		Map ID:	
Neighborhood CD:			

Owner

Name:	RGV MORIN CHILDREN LLC	Owner ID:	953191
Mailing Address:	C/O DOROTHY JEAN MALCON 104 XANTHISMA AVE MCALLEN, TX 78504-2325	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$418,575	$23,552
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$418,575	
(–) Ag or Timber Use Value Reduction:	–	$395,023	
(=) Appraised Value:	=	$23,552	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$23,552	

Taxing Jurisdiction

Owner: RGV MORIN CHILDREN LLC
% Ownership: 100.0000000000%
Total Value: $418,575

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$23,552	$23,552	$0.00
DR1	DRAINAGE DISTRICT #1	0.095100	$23,552	$23,552	$22.40
FD4	EMS DIST #04	0.027200	$23,552	$23,552	$6.41
GHD	HIDALGO COUNTY	0.590000	$23,552	$23,552	$138.96
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	$23,552	$23,552	$0.00
JCC	SOUTH TEXAS COLLEGE	0.185000	$23,552	$23,552	$43.57
R14	ROAD DIST 14	0.000000	$23,552	$23,552	$0.00

www.hidalgoad.org

SHD	HIDALGO ISD	1.490000	$23,552	$23,552	$350.92
SST	SOUTH TEXAS SCHOOL	0.049200	$23,552	$23,552	$11.59
	Total Tax Rate:	2.436500			
				Taxes w/Current Exemptions:	$573.85
				Taxes w/o Exemptions:	$573.84

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	H	1WETFARM	55.8100	2431083.60	0.00	0.00	$418,575	$23,552

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2017	$0	$418,575	23,552	23,552	$0	$23,552
2016	$0	$418,575	24,947	24,947	$0	$24,947
2015	$0	$159,059	25,952	25,952	$0	$25,952
2014	$0	$159,059	24,947	24,947	$0	$24,947

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	1/27/2011	SWD	SPEC. W/D	MORIN JUDITH A ET AL	RGV MORIN CHILDREN LLC			2174104
2	1/27/2011	SWD	SPEC. W/D	MORIN JULIANN TRST	MORIN JUDITH A ET AL			2174101
3	6/25/1996	CONV	CONVERSION	MORIN JULIANN D	MORIN JULIANN TRST			533182

www.hidalgoad.org

Form ROW-A-5 (Rev. 08/11)

PROPERTY VALUATION SUMMARY

Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

HIGHEST AND BEST USE ANALYSIS:
The highest and best use of the subject property is for agricultural use. This classification shall be utilized for the determination of value for the whole property.

VALUATION APPROACHES

Cost Approach	$	Not Applicable
Sales Comparison Approach	$	880,000
Income Approach	$	Not Applicable

RECONCILATION OF APPROACHES TO VALUE
Since the subject property is a vacant tract with no contributory improvements, the Sales Comparison Approach "as vacant" is the only reliable method to value the whole property.

Contributory Value of Improvements	
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	$ -

Land Value	40.00 Acres	@ $	22,000 / Acre	$	880,000
Total Land Value				$	880,000

Reconciled Final Value $ **880,000**

Each approach developed follows this page and is sequenced as shown below.

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 3.1	pg 3.7	pg 3.8	pg 3.9

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☒ Improved: ☐

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	Judith A. Morin	Agustin Garcia, joined herein proforma by my wife, Carolina Garcia	German Zuniga, Jr. & Diana Zuniga	German Zuniga
Grantee	RGV Morin Children LLC c/o Dorothy Jean Malcon	Comanche Asset Management LLC	Marcos Perez Almaguer & Norma Perez	German Xavier Gonzalez
Date	January 27, 2011	December 1, 2014	February 11, 2015	January 5, 2015
Sales Price	$ -	$ 1,000,000	$ 175,000	$ 150,000
Unit Price	$ - / Ac	$ 26,199 / Ac	$ 35,000 / Ac	$ 34,169 / Ac
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Relative Location	Average	Superior -25%	Superior -25%	Superior -25%
Corner Influence	Corner	Corner 0%	Corner 0%	Interior 5%
Physical Characteristics	Average	Similar 0%	Similar 0%	Similar 0%
Topography	Level	Similar 0%	Similar 0%	Similar 0%
Available Utilities	Water / No Sewer	Similar 0%	Similar 0%	Similar 0%
Frontage	Las Milpas	Dicker Rd & Stewart Rd (limited frontage due to canal) 10%	Las Milpas Road 0%	Las Milpas Road 0%
Size of Tract	40.00 Acres	38.17 0%	5.00 -15%	4.39 -15%
	Net Adjustment	$ (3,930) -15%	$ (14,000) -40%	$ (11,959) -35%
	Indicated Unit Value	$ 22,269 / Ac	$ 21,000 / Ac	$ 22,210 / Ac
Estimated Unit Value of Fee Simple Area				**$ 22,000 / Ac**

Estimated Value by Sales Comparison Approach **$ 880,000**

ROW-A-5S
(Rev. 11/11)
Page 1 of 3

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 2 Highway: Las Milpas Road
County: Hidalgo ROW CSJ: 0921-02-252

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Agustin Garcia, joined herein proforma by my wife, Carolina Garcia
Grantee/Lessee: Comanche Asset Management, LLC
Date: December 01, 2014 Recording Information: Deed No. 2567373 Key Map: Lon: W-98.161762 Lat: N26.115941
Address: South Stewart Road, San Juan, TX Zip Code: 78589
Legal Description: A 38.17 acre (1,662,629.924 SQ. FT.) Tract of land forming a part or portion of Lot 49, Stewart Addition to the Conway Gardens San Juan, Hidalgo County, Texas. as recorded in volume 0, page 43, map records, Hidalgo County, Texas.
Confirmed Price: $1,000,000 Verified with: MLS No. A172737S
Terms and Conditions of Sale: Cash To Seller
Rental Data: N/A
Land Size: 38.170 Acres/ 1,662,685 Sq. Ft. Unit Price as Vacant: $26,199 / Acre
Type Street: Asphalt Paved Utilities: Water / No Sewer
Improvement(s) Description: N/A
Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A
Condition and Functional Design: N/A
Current Use: Highest & Best Use: Res. / Light industrial
Date of Inspection: May 22, 2017 Zoning: N/A Flood Plain:

Attach additional information as necessary:

Appraiser: Leonel Garza III May 24, 2017
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 2 Highway: Las Milpas Road
County: Hidalgo ROW CSJ: 0921-02-252

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: German Zuniga, Jr. & Diana Zuniga Grantee/Lessee: Marcos Perez Almaguer & Norma Perez
Date: February 11, 2015 Recording Information: Deed No. 2587254 Key Map: Lon: W-98.160526 Lat: N26.111961
Address: 5402 E. Las Milpas Road, Pharr, TX Zip Code: 78577
Legal Description: A 5.00 acre tract of land, more or less, being the South 660.00 feet of the West 330.00 feet of the East 370.00 feet of Lot 54, STEWARTS ADDITION TO THE CONWAY GARDENS, Hidalgo County, Texas according to map thereof recorded in Volume 0, Page 43. Map Records of Hidalgo County, Texas.
Confirmed Price: $175,000 Verified with: MLS No. A179679S
Terms and Conditions of Sale: Cash To Seller
Rental Data: N/A
Land Size: 5.000 Acres/ 217,800 Sq. Ft. Unit Price as Vacant: $35,000 / Acre
Type Street: Asphalt Paved Utilities: Water / No Sewer
Improvement(s) Description: N/A
Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A
Condition and Functional Design: N/A
Current Use: Highest & Best Use: Res. / Light Industrial
Date of Inspection: May 22, 2017 Zoning: N/A Flood Plain:

Attach additional information as necessary.

Appraiser: Leonel Garza III May 24, 2017
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 2 Highway: Las Milpas Road
County: Hidalgo ROW CSJ: 0921-02-252

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: German Zuniga, a single man Grantee/Lessee: German Xavier Gonzalez, a single man

Date: January 05, 2015 Recording Information: Deed No. 2579131 Key Map: Lon: W-98.162258 Lat: N26.111935

Address: 5406 E Las Milpas Road, Hidalgo, TX Zip Code: 78577

Legal Description: A 4.39 acre tract of land being the South 660.00 feet of the West 950.00 feet of Lot 54, Stewart's Addition to Conway Gardens Subdivision as recorded in volume 0, page 43, map records, Hidalgo County, Texas, also being a portion of that certain described in Correction Gift Deed recorded in Instrument #891127, Official Records, Hidalgo County Texas.

Confirmed Price: $150,000 Verified with: MLS No. A179676S

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 4.390 Acres/ 191,228 Sq. Ft. Unit Price as Vacant: $34,169 / Acre

Type Street: Asphalt Paved Utilities: Water / No Sewer

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant Highest & Best Use: Res. / Light Industrial

Date of Inspection: May 22, 2017 Zoning: N/A Flood Plain:

Attach additional information as necessary.

Appraiser: Leonel Garza III May 24, 2017
Date

Explanation of Adjustments with Reconciliation:

The sales comparison approach utilizes three (3) sales with similar highest and best uses as the subject property. Each of these sales was gathered through various sources, including but not limited to, the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various property owners in the surrounding market area. Each sale was confirmed with at least two sources, which include the Hidalgo County Deed Records and the Hidalgo Count Appraisal District. The sites associated with these were visited to determine the true comparability toward the subject property. They were reviewed for items recognized by the market that affect market value, including but not limited to, conditions of the sale, market conditions, relative location, physical characteristics, and available utilities. These and other factors that are recognized for arms-length transactions are examined and may require adjustments for any differences found in comparison to the subject property. After adjustments were made to each sale, an adjusted unit range of value of $21,000 per acre to $22,269 per acre was determined. Based on the surrounding market and the limited utilities, a unit rate near the mid-range of the adjusted range was selected, i.e., $22,000 per acre.

LOCATION MAP OF SALES

Form ROW-A-5 (Rev. 08/11)

COST APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

ESTIMATED REPLACEMENT / REPRODUCTION COST					
IMPROVEMENT	**Number of Units**	**$ Per Unit**	**Cost New**	**Depreciation**	**Value**
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Buildings					$ -
Accessory Improvements					
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					$ -
Site Improvements					
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					$ -
Contributory Value of All Improvements					$ -

	Net Land Area			**Price / Unit**	
Land Value (Fee)	40.00	SF	@	$ 22,000 / SF	$ 880,000
Estimated Value By Cost Approach					**$ 880,000**

Furnish sources of cost data and support for depreciation factors (physical, functional, and economic. Use a separate page, numbered accordingly, as necessary):

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☐ Improved: ☒

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. Sale No. 1		Comp. Sale No. 2		Comp. Sale No. 3	
Grantor							
Grantee							
Date of Sale							
Unit Price	/sf	$ -	/sf	$ -	/sf	$ -	/sf
Relative Location			0%		0%		0%
Lot Location			0%		0%		0%
Financing			0%		0%		0%
Conditions of Sale			0%		0%		0%
Market Conditions			0%		0%		0%
Physical Characteristics			0%		0%		0%
Available Utilities			0%		0%		0%
Street Access			0%		0%		0%
Size of Improvement	square feet	- square feet	0%	- square feet	0%	- square feet	0%
Net Adjustments			0%		0%		0%
	Indicated Unit Value	$ -	/sf	$ -	/sf	$ -	/sf
Estimated Unit Value of Fee Simple Area						$ -	/sf

Estimated Value by Sales Comparison Approach _____ **N/A**

Form ROW-A-5(Rev. 08/11)

INCOME APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Potential Gross Income	.....			$ -
Vacancy	%			$ -
Effective Gross Income	.....			$ -
Expenses				$ -
Fixed: Taxes.....		$ -		$ -
Insurance.....		$ -		$ -
Variable: Management.....		$ -		$ -
Other		$ -		$ -
		$ -		$ -
		$ -		$ -
Total Expenses	.....			$ -
Net Operating Income	.....			$ -
Income Capitalized @		%	.....	$ -
Plus: Value of Excess Land (If Any)			.....	$ -
			.....	$ -
Estimated Value By Income Approach			.....	Not Applicable

Form ROW-A-5 (Rev. 08/11)

PROPERTY VALUATION SUMMARY

Whole: ☐ Part to be Acquired: ☒ Remainder After: ☐

HIGHEST AND BEST USE ANALYSIS:
The highest and best use of the subject property is for agricultural use. This shall be utilized for the determination of value for the part to be acquired.

VALUATION APPROACHES

Cost Approach	$	Not Applicable
Sales Comparison Approach	$	2,548
Income Approach	$	Not Applicable

RECONCILATION OF APPROACHES TO VALUE
Since the subject property is a vacant tract with no contributory improvements, the Sales Comparison Approach "as vacant" is the only reliable method to value the pro-rata part of the whole.

Contributory Value of Improvements	
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	$ -

Land Value	0.1158 Acres	@ $	22,000 / Acre	$	2,548
Total Land Value				$	2,548

Reconciled Final Value _____ **$ 2,548**

Land Value, pg 3.1 | Cost Approach, pg 3.7 | Sales Comparison Approach, pg 3.8 | Income Approach, pg 3.9

EXHIBIT "A"

County: Hidalgo
Highway: Las Milpas Road
CSJ: 0921-02-252

Parcel 2
Property Description

BEING a 0.1158 of an acre (5,045 square feet) parcel of land situated in the Benigno Leal Survey, Abstract No. 18, Hidalgo County, Texas, and being a portion of Lot 1, Block 13 of Alamo Land and Sugar Company Subdivision, as recorded in Volume 1, Page 24, Map Records of Hidalgo County, Texas, and being a portion of Tract 5 as described in deed to RGV Morin Children LLC, recorded in Document Number 2011-2174104, Deed Records Hidalgo County, Texas (D.R.H.C.T.), said 0.1158 of an acre being more particularly described by metes and bounds in two (2) parts as follows:

Part One – 0.0545 of an acre (2,373 square feet)

COMMENCING at a PK nail found at the common corner of Lot 1, Block 12, Lot 2, Block 12, Lot 15, Block 16 and Lot 16, Block 16 of said Alamo Land and Sugar Company Subdivision, said point being in the approximate center of Las Milpas Road;

THENCE, South 81 degrees 25 minutes 55 seconds East along the common north line of Block 12 and the south line of Block 16 of said Alamo Land and Sugar Company Subdivision and continuing along the common north line of Block 13 and the south line of Block 17 of said Alamo Land and Sugar Company Subdivision, a distance of 4,678.41 feet to a point for corner;

THENCE, South 08 degrees 16 minutes 25 seconds West departing the common north line of Block 13 and the south line of Block 17 of the Alamo Land and Sugar Company Subdivision, a distance of 20.00 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the existing south right-of-way line of Las Milpas, and being the POINT OF BEGINNING at Station 16+30.00, 14.49 feet right and having a surface coordinate of N=16,564,046.41' and E=1,105,642.10';

1) THENCE, South 81 degrees 25 minutes 55 seconds East along the existing south right-of-way line of Las Milpas Road, a distance of 103.95 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the westerly line of a 200.0 foot wide easement to Hidalgo County Drainage District No. 1, South Lateral Drain Parcel 4, Tract 5, as recorded in Volume 1977, Page 7781, D.R.H.C.T.;

2) THENCE, South 47 degrees 05 minutes 46 seconds West departing the existing south right-of-way line of Las Milpas Road along the westerly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement and the proposed south right-of-way

line of Las Milpas Road, a distance of 32.05 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" at an angle point;

3) THENCE, North 81 degrees 43 minutes 35 seconds West departing the westerly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement along the proposed south right-of-way line of Las Milpas Road, a distance of 83.86 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" at an angle point;

4) THENCE, North 08 degrees 16 minutes 25 seconds East continuing along the proposed south right-of-way line of Las Milpas Road, a distance of 25.51 feet to the POINT OF BEGINNING and containing 0.0545 acres (2,373 square feet) of land, more or less.

Part Two – 0.0613 of an acre (2,672 square feet)

COMMENCING at a PK nail found at the common corner of Lot 1, Block 12, Lot 2, Block 12, Lot 15, Block 16 and Lot 16, Block 16 of said Alamo Land and Sugar Company Subdivision, said point being in the approximate center of Las Milpas Road;

THENCE, South 81 degrees 25 minutes 55 seconds East along the common north line of Block 12 and the south line of Block 16 of the Alamo Land and Sugar Company Subdivision and continuing along the common north line of Block 13 and the south line of Block 17 of the Alamo Land and Sugar Company Subdivision, a distance of 5,098.41 feet to a point for corner;

THENCE, South 08 degrees 16 minutes 25 seconds West departing the common north line of Block 13 and the south line of Block 17 of the Alamo Land and Sugar Company Subdivision, a distance of 20.00 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the existing south right-of-way line of Las Milpas Road and being on the proposed south right-of-way line of Las Milpas Road, and being the POINT OF BEGINNING at Station 20+50.00, 16.65 feet right and having a surface coordinate of N=16,563,983.84' and E=1,106,057.42';

1) THENCE, South 08 degrees 16 minutes 25 seconds West departing the existing south right-of-way line of Las Milpas Road along the proposed south right-of-way line of Las Milpas Road, a distance of 23.35 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars";

2) THENCE, North 81 degrees 43 minutes 35 seconds West continuing along the proposed south right-of-way line of Las Milpas Road, a distance of 114.94 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the easterly line of a 200.0 foot wide easement to Hidalgo County Drainage District No. 1, South Lateral Drain Parcel 4, Tract 5, as recorded in Volume 1977, Page 7781, D.R.H.C.T.;

3) THENCE, North 17 degrees 12 minutes 35 seconds East, continuing along the proposed south right-of-way line of Las Milpas Road and easterly line of said 200.0 foot wide

Hidalgo County Drainage District No. 1 easement, a distance of 24.21 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the existing south right-of-way line of Las Milpas Road;

4) THENCE, South 81 degrees 25 minutes 55 seconds East departing the proposed south right-of-way line of Las Milpas Road and easterly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement along the existing south right-of-way line of Las Milpas Road, a distance of 111.18 feet to the POINT OF BEGINNING and containing 0.0613 acres (2,672 square feet) of land, more or less.

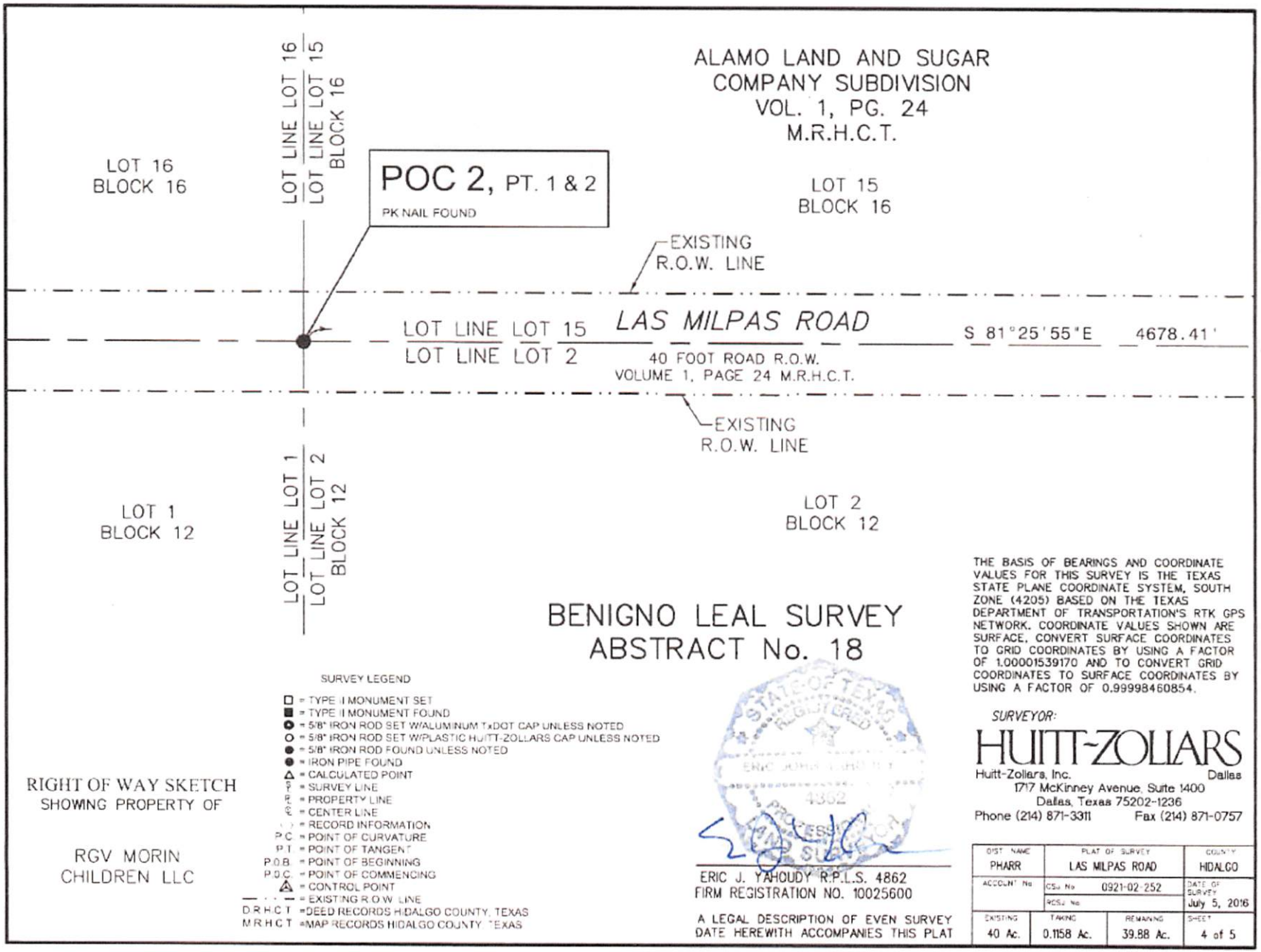
Parcel One – Part One – 0.0545 acres (2,373 sq. ft.)
Parcel One – Part Two – 0.0613 acres (2,672 sq. ft.)
Parcel One Total – 0.1158 acres (5,045 sq. ft.)

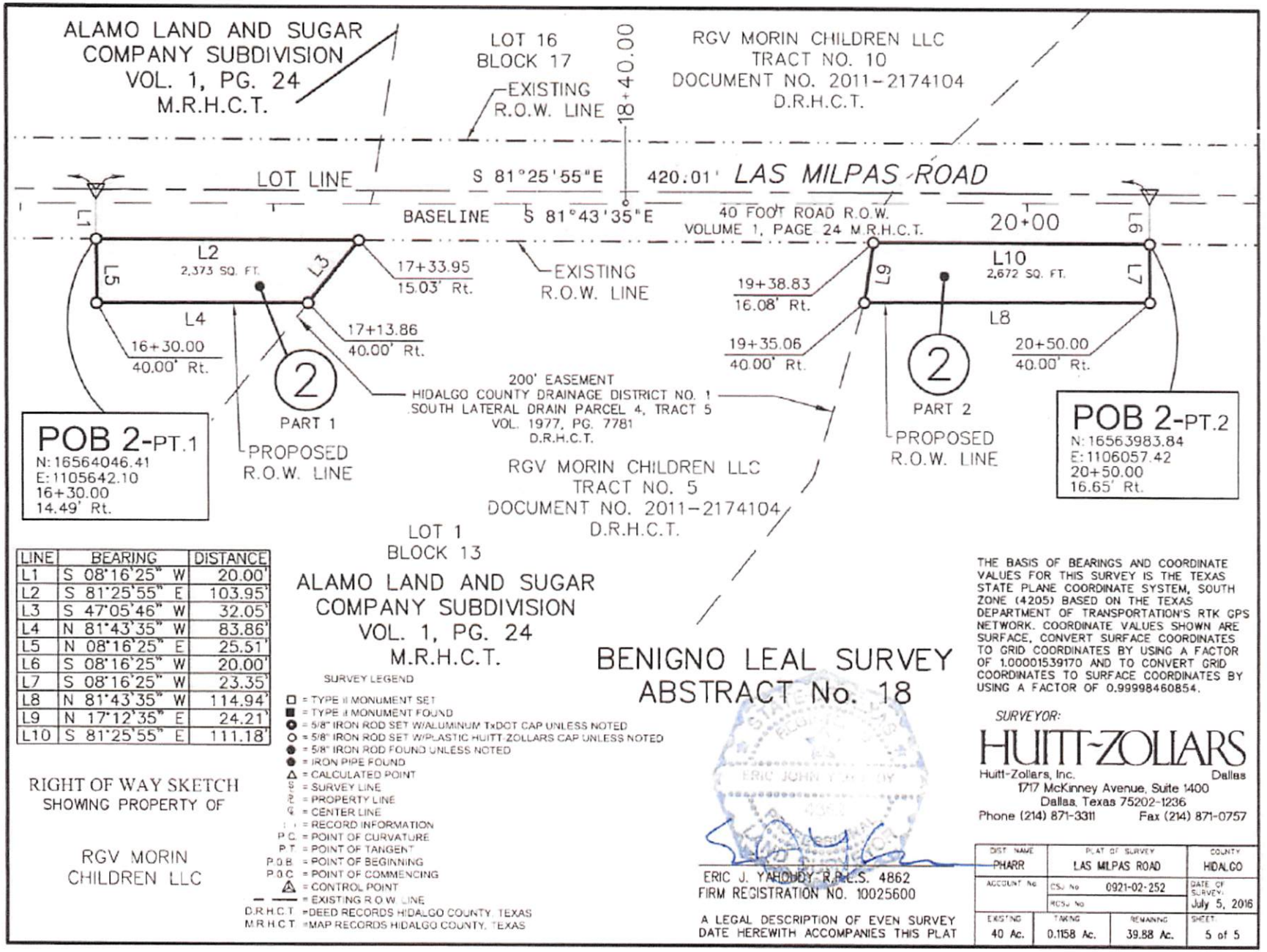
The Basis of Bearings and coordinate values for this survey is the Texas State Plane Coordinate System, South Zone (4205) based on the Texas Department of Transportation's RTK GPS network. Coordinate values shown are State Plane adjusted to surface using a factor of 0.99998460854.

A survey exhibit map of even date herewith accompanies this description.

For: Huitt-Zollars, Inc

Eric J. Yahoudy
Registered Professional Land Surveyor
Texas Registration No. 4862
Huitt-Zollars, Inc.
Firm Registration No. 10025600
1717 McKinney Avenue
Suite 1400
Dallas, Texas 75202-1236
Ph. (214) 871-3311
Date: July 5, 2016


ALAMO LAND AND SUGAR
COMPANY SUBDIVISION
VOL. 1, PG. 24
M.R.H.C.T.
LOT LINE LOT 16
LOT LINE LOT 15
BLOCK 16
LOT 16
BLOCK 16
POC 2, PT. 1 & 2
PK NAIL FOUND
LOT 15
BLOCK 16
EXISTING
R.O.W. LINE
LOT LINE LOT 15
LOT LINE LOT 2
LAS MILPAS ROAD
S 81°25'55"E 4678.41'
40 FOOT ROAD R.O.W.
VOLUME 1, PAGE 24 M.R.H.C.T.
EXISTING
R.O.W. LINE
LOT LINE LOT 1
LOT LINE LOT 2
BLOCK 12
LOT 1
BLOCK 12
LOT 2
BLOCK 12
BENIGNO LEAL SURVEY
ABSTRACT No. 18
SURVEY LEGEND
□ = TYPE II MONUMENT SET
■ = TYPE II MONUMENT FOUND
● = 5/8" IRON ROD SET W/ALUMINUM TxDOT CAP UNLESS NOTED
○ = 5/8" IRON ROD SET W/PLASTIC HUITT-ZOLLARS CAP UNLESS NOTED
● = 5/8" IRON ROD FOUND UNLESS NOTED
● = IRON PIPE FOUND
△ = CALCULATED POINT
℄ = SURVEY LINE
℄ = PROPERTY LINE
℄ = CENTER LINE
( ) = RECORD INFORMATION
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENT
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING
⊠ = CONTROL POINT
— · · — = EXISTING R.O.W. LINE
D.R.H.C.T. =DEED RECORDS HIDALGO COUNTY, TEXAS
M.R.H.C.T. =MAP RECORDS HIDALGO COUNTY, TEXAS
RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
RGV MORIN
CHILDREN LLC
STATE OF TEXAS
REGISTERED
ERIC JOHN YAHOUDY
4862
PROFESSIONAL
LAND SURVEYOR
ERIC J. YAHOUDY R.P.L.S. 4862
FIRM REGISTRATION NO. 10025600
A LEGAL DESCRIPTION OF EVEN SURVEY
DATE HEREWITH ACCOMPANIES THIS PLAT
THE BASIS OF BEARINGS AND COORDINATE VALUES FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205) BASED ON THE TEXAS DEPARTMENT OF TRANSPORTATION'S RTK GPS NETWORK. COORDINATE VALUES SHOWN ARE SURFACE. CONVERT SURFACE COORDINATES TO GRID COORDINATES BY USING A FACTOR OF 1.00001539170 AND TO CONVERT GRID COORDINATES TO SURFACE COORDINATES BY USING A FACTOR OF 0.99998460854.
SURVEYOR:
HUITT-ZOLLARS
Huitt-Zollars, Inc. Dallas
1717 McKinney Avenue, Suite 1400
Dallas, Texas 75202-1236
Phone (214) 871-3311 Fax (214) 871-0757
DIST. NAME: PHARR
PLAT OF SURVEY: LAS MILPAS ROAD
COUNTY: HIDALGO
ACCOUNT No.
CSJ No. 0921-02-252
RCSJ No.
DATE OF SURVEY: July 5, 2016
EXISTING: 40 Ac.
TAKING: 0.1158 Ac.
REMAINING: 39.88 Ac.
SHEET: 4 of 5



LINE	BEARING	DISTANCE
L1	S 08°16'25" W	20.00'
L2	S 81°25'55" E	103.95'
L3	S 47°05'46" W	32.05'
L4	N 81°43'35" W	83.86'
L5	N 08°16'25" E	25.51'
L6	S 08°16'25" W	20.00'
L7	S 08°16'25" W	23.35'
L8	N 81°43'35" W	114.94'
L9	N 17°12'35" E	24.21'
L10	S 81°25'55" E	111.18'

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

RGV MORIN CHILDREN LLC

SURVEY LEGEND

- □ = TYPE II MONUMENT SET
- ■ = TYPE II MONUMENT FOUND
- ◉ = 5/8" IRON ROD SET W/ALUMINUM TxDOT CAP UNLESS NOTED
- ○ = 5/8" IRON ROD SET W/PLASTIC HUITT-ZOLLARS CAP UNLESS NOTED
- ● = 5/8" IRON ROD FOUND UNLESS NOTED
- ● = IRON PIPE FOUND
- △ = CALCULATED POINT
- ℄ = SURVEY LINE
- ℘ = PROPERTY LINE
- ℄ = CENTER LINE
- ( ) = RECORD INFORMATION
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- ⚠ = CONTROL POINT
- — — = EXISTING R.O.W. LINE
- D.R.H.C.T. = DEED RECORDS HIDALGO COUNTY, TEXAS
- M.R.H.C.T. = MAP RECORDS HIDALGO COUNTY, TEXAS

BENIGNO LEAL SURVEY ABSTRACT No. 18

THE BASIS OF BEARINGS AND COORDINATE VALUES FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205) BASED ON THE TEXAS DEPARTMENT OF TRANSPORTATION'S RTK GPS NETWORK. COORDINATE VALUES SHOWN ARE SURFACE, CONVERT SURFACE COORDINATES TO GRID COORDINATES BY USING A FACTOR OF 1.00001539170 AND TO CONVERT GRID COORDINATES TO SURFACE COORDINATES BY USING A FACTOR OF 0.99998460854.

ERIC J. YAHOUDY, R.P.L.S. 4862
FIRM REGISTRATION NO. 10025600

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

SURVEYOR:
HUITT-ZOLLARS
Huitt-Zollars, Inc. Dallas
1717 McKinney Avenue, Suite 1400
Dallas, Texas 75202-1236
Phone (214) 871-3311 Fax (214) 871-0757

DIST. NAME	PLAT OF SURVEY		COUNTY
PHARR	LAS MILPAS ROAD		HIDALGO
ACCOUNT No.	CSJ No. 0921-02-252		DATE OF SURVEY: July 5, 2016
	ROW No.		
EXISTING	TAKING	REMAINING	SHEET
40 Ac.	0.1158 Ac.	39.88 Ac.	5 of 5

Part To Be Acquired

In order to determine the unit market value of the subject property as a whole, the Sales Comparison Approach "as vacant" is utilized to determine the subject land value. Once this is completed, the appraiser shall utilize the unit rate (value per square foot or per acre) for the determination of the pro-rata valuation. This determination of market value is based on the fee simple estate for the property with the current highest and best use. During the analysis of the unit rate, the appraiser has been instructed by jurisdictional exception to disregard any decreases or increases in the market value that are directly caused by the public improvement or its likelihood, prior to the date of valuation. This is applied to the determination of the value as a whole, part to be acquired and the remainder before acquisition. In the remainder after scenario, the determination of market value must consider the effect of the proposed acquisition on the remainder after, in order to determine if any damages (diminution in value) were incurred, as required by State Law.

The determination of market value of the part to be acquired is based on the comparability to other land sales within the market area, by utilizing the Sales Comparison Approach "as vacant". Upon the valuation of the part to be acquired, a valuation of the remainder before and after the acquisition shall be analyzed to determine the diminution in market value (if any). The following pages shall determine the market value of each segment, in order to determine the total compensation for the part to be acquired.

PART TO BE ACQUIRED

Highest and Best Use:
The highest and best use of the subject property is for agricultural use.

Contributory Value of Improvements				
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
Total Contributory Value of Improvements				$ -
Land	0.1158 Acres	@ $ 22,000 / Square Foot	$ 2,548	
Total Land				$ 2,548
TOTAL AS A UNIT				**$ 2,548**

REMAINDER BEFORE THE ACQUISITION

Contributory Value of Improvements				
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
Total Contributory Value of Improvements				$ -
Land	39.8842 Acres	@ $ 22,000 / Square Foot	$ 877,452	
Total Land				$ 877,452
TOTAL AS A UNIT				**$ 877,452**

Form ROW-A-5 (Rev. 08/11)

PROPERTY VALUATION SUMMARY

Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

HIGHEST AND BEST USE ANALYSIS:
The subject property is analyzed to determine if the acquisition area affects the highest and best use of the subject property in the remainder after. Based on the land area remaining, the highest and best use shall remain for an agricultural use, with no diminution to the market value of the remainder after the acquisition.

Valuation Approaches

Cost Approach ..... $ Not Applicable

Sales Comparison Approach ..... $ 877,452

Income Approach ..... $ Not Applicable

Reconciliation of Approach to Value:
Since the subject property is a vacant tract with no contributory improvements, the Sales Comparison Approach "as vacant" is the only reliable method to value the pro-rata part of the whole.

Contributory Value of Improvements	
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	$ -

Land Value	39.8842 Acres	@ $	22,000 / Acre	$	877,452
Total Land Value				$	877,452

Reconciled Final Value _____ $ **877,452**

Land Value, pg 5.2 | Cost Approach, pg 5.4 | Sales Comparison Approach, pg 5.5 | Income Approach, pg 5.6

Remainder After Acquisition

The remainder after shall be left with a section of land that shall have sufficient size and shape for continued agricultural use. Based on the land area remaining, the highest and best use shall remain for an agricultural use, with no diminution to the market value of the remainder after the acquisition.

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☒ Improved: ☐

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	Judith A. Morin	Agustin Garcia, joined herein proforma by my wife, Carolina Garcia	German Zuniga, Jr. & Diana Zuniga	German Zuniga
Grantee	RGV Morin Children LLC c/o Dorothy Jean Malcon	Comanche Asset Management LLC	Marcos Perez Almaguer & Norma Perez	German Xavier Gonzalez
Date	January 27, 2011	December 1, 2014	February 11, 2015	January 5, 2015
Sales Price	$ -	$ 1,000,000	$ 175,000	$ 150,000
Unit Price	$ -	$ 26,199 / SF	$ 35,000 / SF	$ 34,169 / SF
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Relative Location	Average	Superior -25%	Superior -25%	Superior -25%
Corner Influence	Corner	Corner 0%	Corner 0%	Interior 5%
Physical Characteristics	Average	Similar 0%	Similar 0%	Similar 0%
Topography	Level	Similar 0%	Similar 0%	Similar 0%
Available Utilities	Water / No Sewer	Similar 0%	Similar 0%	Similar 0%
Frontage	Las Milpas	Dicker Rd & Stewart Rd (limited frontage due to canal) 10%	Las Milpas Road 0%	Las Milpas Road 0%
Size of Tract	39.8842 SF	38.17 0%	5.00 -15%	4.39 -15%
	Net Adjustment	$ (3,930) -15%	$ (14,000) -40%	$ (11,959) -35%
	Indicated Unit Value	$ 22,269 / SF	$ 21,000 / SF	$ 22,210 / SF
Estimated Unit Value of Fee Simple Area				**$ 22,000 / SF**

Estimated Value by Sales Comparison Approach $ **877,452**

Diminution of Market Value **0%**

Market Value Remainder After $ **877,452**

Explanation of Adjustments with Reconciliation

The sales comparison approach utilizes three (3) sales with similar highest and best uses as the subject property. Each of these sales was gathered through various sources, including but not limited to, the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various property owners in the surrounding market area. Each sale was confirmed with at least two sources, which include the Hidalgo County Deed Records and the Hidalgo Count Appraisal District. The sites associated with these were visited to determine the true comparability toward the subject property. They were reviewed for items recognized by the market that affect market value, including but not limited to, conditions of the sale, market conditions, relative location, physical characteristics, and available utilities. These and other factors that are recognized for arms-length transactions are examined and may require adjustments for any differences found in comparison to the subject property. After adjustments were made to each sale, an adjusted unit range of value of $21,000 per acre to $22,269 per acre was determined. Based on the surrounding market and the limited utilities, a unit rate near the mid-range of the adjusted range was selected, i.e., $22,000 per acre.

Form ROW-A-5 (Rev. 08/11)

COST APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

ESTIMATED REPLACEMENT / REPRODUCTION COST					
IMPROVEMENT	**Number of Units**	**$ Per Unit**	**Cost New**	**Depreciation**	**Value**
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Buildings					$ -
Accessory Improvements					
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					$ -
Site Improvements					
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					$ -
Contributory Value of All Improvements					$ -

	Net Land Area			**Price / Unit**	
Land Value (Fee)	39.8842	SF	@	$ 22,000 / SF	$ 877,452
Estimated Value By Cost Approach					**$ 877,452**

The cost approach to value was not appropriate, as the site is vacant land and has no site or building improvements.

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☐ Improved: ☒

VALUATION GRID	REPRESENTATIVE COMPARABLE SALES							
	Subject	**Comp. Sale No. 1**		**Comp. Sale No. 2**		**Comp. Sale No. 3**	
Grantor							
Grantee							
Date of Sale							
Unit Price	$ - / SF	$ - / SF		$ - / SF		$ - / SF	
Relative Location	Average		0%		0%		0%
Lot Location	Corner		0%		0%		0%
Financing	Conventional		0%		0%		0%
Conditions of Sale	Cash to Seller		0%		0%		0%
Market Conditions	Average		0%		0%		0%
Physical Characteristics	Average		0%		0%		0%
Available Utilities	All Utilities		0%		0%		0%
Street Access	Public		0%		0%		0%
Size of Improvement	SF	SF	0%	SF	0%	SF	0%
Net Adjustments			0%		0%		0%
	Indicated Unit Value	$ - / SF		$ - / SF		$ - / SF	
Estimated Unit Value of Fee Simple Area						$ - / SF	

Estimated Value by Sales Comparison Approach _____ **Not Applicable**

The Sales Comparison Approach (As Improved) is not an applicable approach to value, as the subject property is vacant land.

Form ROW-A-5 (Rev. 08/11)

INCOME APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Potential Gross Income	.....			$ -
Vacancy	%			$ -
Effective Gross Income	.....			$ -
Expenses				$ -
Fixed: Taxes.....		$ -		$ -
Insurance.....		$ -		$ -
Variable: Management.....		$ -		$ -
Other		$ -		$ -
		$ -		$ -
		$ -		$ -
Total Expenses	.....			$ -
Net Operating Income	.....			$ -
Income Capitalized @		%	.....	$ -
Plus: Value of Excess Land (If Any)			.....	$ -
			.....	$ -
Estimated Value By Income Approach			.....	Not Applicable

The Income Approach (As Improved) to value is not an applicable approach, as the subject property is vacant land.

Form ROW-A-5 (Rev. 08/11)

Explanation of Cost To Cure

No improvements are located within the remainder after; therefore, there is no cost to cure.

COMPENSATION SUMMARY

WHOLE PROPERTY

The market value of the whole property is	$ 880,000	

PART TO BE ACQUIRED

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject to any existing easements, if any, which are not to be extinguished)		$ 2,548

REMAINING PROPERTY

The value of the remainder immediately before the taking is	$ 877,452	
Considering the uses to which the part taken is to be subjected to the market value of the remainder immediately acquisition is	$ 877,452	

NET DAMAGES OR ENHANCEMENTS (if any)		$ -

ACCESS

The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of		$ -

COST TO CURE	$ -	

TOTAL COMPENSATION		$ **2,548**

Leonel Garza III

President of Leonel Garza Jr. & Associates LLC

Company Bio

Leonel Garza Jr. & Associates, LLC provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With accounts throughout South Texas including the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, national franchises, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties and specialty type properties.

Right-of-Way Division

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. Leonel Garza III has undergone extensive training in this field of work. He specializes in acquisitions concerning diminution of market value and/or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, transmission line easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support. Clients include the Texas Department of Transportation (TxDOT), Texas Attorney General Office Real Estate Division, Hidalgo County Drainage District No. 2, Hidalgo County Regional Mobility Authority (HCRMA), American Electric & Power (AEP), Electric Transmission of Texas, Hidalgo County Precinct No. 2, Hidalgo County Precinct No. 3, Hidalgo County Precinct No. 4 and United Irrigation District.

Texas A&M University, College Station, Texas
Bachelor of Science Degree, 1995
Biomedical Science Major

Texas Appraiser Licensing and Certification Board
Certified General Real Estate Appraiser
TX 1328375 G

Texas Department of Licensing and Regulation
State Certified Property Tax Consultant
TX 00003181

Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: TX 1328375 G
Issued: 12/30/2016 Expires: 12/31/2018
Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

Community Service & Professional Organizations

Appraisal Institute
Associate Member

The Appraisal Institute is a global professional association of real estate appraisers, with nearly 20,000 professionals in almost 60 countries throughout the world. Its mission is to advance professionalism and ethics, global standards, methodologies, and practices through the professional development of property economics worldwide. (www.appraisalinstitute.org).

National Association of Master Appraisers

Designated as a Master Senior Appraiser by the National Association of Master Appraisers. This designation is obtained through educational requirements and experience. (www.naappraisers.org)

International Right of Way Association (IRWA)
Associate Member 7899430

The International Right of Way Association is a professional member organization comprised of global infrastructure real estate practitioners. IRWA has served professionals who acquire, manage and transfer the land rights needed for building and maintaining energy and transportation infrastructure. Recognized for their high ethical standards, commitment to integrity and professional excellence, IRWA's nearly 10,000 members hail from over 15 countries around the world. They are united by their profession and their commitment to pursuing training and professional development through courses, chapter meetings, seminars and the annual education conference. (www.IRWA.com)

Hidalgo County Subdivision Advisory Board
Chairman of the Board

This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and/or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and/or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. Appointed to the board since May 1999.

Hidalgo County Building Line of Adjustments
Chairman of the Board

This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and/or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and/or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction. Appointed to the board since January 2005.

McAllen Planning and Zoning Board
Former Member & Chairman

This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development. Member of board from February 8, 2010 to January 28, 2016.

McAllen Traffic Commission Board
Former Member & Vice Chairman

Makes recommendations to the City Commission to reduce and eliminate traffic congestion and flow throughout the City. Member of board from April 14, 2008 to June 24, 2014.

McAllen Zoning Board of Adjustments and Appeals
Former Member & Chairman

This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings. Member of board from February 2002 to February 2008.

McAllen Ambulance Advisory Committee
Former Member & Vice Chairman

Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

McAllen Building Board of Adjustments and Appeals
Former Member

The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants. Board member from January 28, 2002 to December 31, 2003

2174104

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: January 1, 2011

Grantors: JUDITH A. MORIN, JAMES M. MORIN, JR., MARY J. SCHNEIDER, MICHAEL J. MORIN, ANTHONY W. MORIN, DOROTHY JEAN MALCOM, and MARTHA LOUISE ROWAND

Grantors' Mailing Address:

JUDITH A. MORIN
121 E. Quamasia, Apt. 106
McAllen, TX 78504
Hidalgo County, TX

MICHAEL J. MORIN
114 Sunrise Ln.
Mission, TX 78572
Hidalgo County, TX

MARTHA LOUISE ROWAND
221 Raincloud
Wimberley, TX 78676
Hays County, TX

JAMES M. MORIN, JR.
P.O. Drawer J
Port Isabel, TX 78578
Cameron County, TX

ANTHONY W. MORIN
3801 N. 7th Court
McAllen, TX 78501
Hidalgo County, TX

MARY J. SCHNEIDER
104 W. Xanthisma
McAllen, TX 78504
Hidalgo County, TX

DOROTHY JEAN MALCOM
7709 N. 1st St.
McAllen, TX 78504
Hidalgo County, TX

Grantee: RGV Morin Children LLC

Grantee's Mailing Address: c/o Dorothy Jean Malcom
7709 N. 1st Street
McAllen, Texas 78504
Hidalgo County

Consideration:

Equal membership interests in RGV Morin Children LLC. The Property is conveyed to Grantee for the purpose of contributing to the capital of RGV Morin Children LLC.

Property (including any improvements):

SURFACE ONLY IN AND TO THE FOLLOWING DESCRIBED TRACTS:

Tract No. 1:
Lot Three (3), Block Twelve (12), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

Tract No. 2:
Lot Four (4), Block Twelve (12), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

Tract No. 3:
Lot Five (5), Block Twelve (12), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

Tract No. 4:
Lot Six (6), Block Twelve (12), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

Tract No. 5:
Tract One (1), Block Thirteen (13), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

Tract No. 6:
The West one-half (W. ½) of Lot Two (2), Block Thirteen (13), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

Tract No. 7:
Lot Thirteen (13), Block Sixteen (16), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

Tract No. 8:
South one-half (S. ½) of Lot Fourteen (14), Block Sixteen (16), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

Tract No. 9:
South one-half (S. ½) of Lot Fifteen (15), Block Seventeen (17), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

Tract No. 10:
Lot Sixteen (16), Block Seventeen (17), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. Prior mineral reservations of record;
2. Oil, gas and mineral leases of record, if any;
3. Building conditions and restrictions of record;
4. Rules, regulations, rights of way and easements in favor of any utility company or water improvement district of record;
5. All easements of record and visible easements;
6. Existing liens of record;

7. Taxes for the year 2011 and subsequent assessments for prior years due to change in land use or ownership.
8. For Grantors and Grantors' heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS."

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell and convey to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantors bind Grantors and Grantors' successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, limited however to those claims by, through or under Grantors, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE TO THIS PROPERTY.

Judith A. Morin

James M. Morin, Jr.

Mary J. Schneider

Michael J. Morin

Anthony W. Morin

Dorothy Jean Malcom

Martha Louise Rowand

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

This instrument was acknowledged before me by Judith A. Morin on this 13 day of JANUARY, 2011.

ORLANDO MERCADO
Notary Public
STATE OF TEXAS
My Comm. Exp. 12-29-2012

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF ~~CAMERON~~ HIDALGO)

This instrument was acknowledged before me by James M. Morin, Jr. on this 13 day of JANUARY, 2011.

ORLANDO MERCADO
Notary Public
STATE OF TEXAS
My Comm. Exp. 12-29-2012

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

This instrument was acknowledged before me by Mary T. Schneider on this 13 day of JANUARY, 2011.

ORLANDO MERCADO
Notary Public
STATE OF TEXAS
My Comm. Exp. 12-29-2012

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

This instrument was acknowledged before me by Michael J. Morin on this 13 day of JANUARY, 2011.

ORLANDO MERCADO
Notary Public
STATE OF TEXAS
My Comm. Exp. 12-29-2012

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

This instrument was acknowledged before me by Anthony W. Morin on this 13 day of JANUARY, 2011.

ORLANDO MERCADO
Notary Public
STATE OF TEXAS
My Comm. Exp. 12-29-2012

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

This instrument was acknowledged before me by Dorothy Jean Malcom on this 13 day of JANUARY, 2011.

ORLANDO MERCADO
Notary Public
STATE OF TEXAS
My Comm. Exp. 12-29-2012

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF HAYS)

This instrument was acknowledged before me by Martha Louise Rowand on this 19 day of JAN, 2011.

LAURA CRUMPACKER
MY COMMISSION EXPIRES
June 15, 2014

Notary Public, State of Texas

After Recording Return To:

Judy Lee Wong
Atlas & Hall, L.L.P.
P. O. Box 3725
McAllen, TX 78502-3725

Prepared in the Law Office of:

Judy Lee Wong
Atlas & Hall, L.L.P.
P. O. Box 3725
McAllen, TX 78502-3725

F:\MTJUDY\PROBATE - CLIENT DOCUMENTS\MORIN Trust\Special Warranty Deed #1-RGV.wpd

AI-60186 **Precinct #4** **19. A.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Joseph Palacios, COMM. PCT. #4

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Authorization and approval to purchase new business line service through County's membership/participation with Contract: DIR-TEX-AN-NG-CTSA-005 with AT&T for the following:

Qty	Description	User	Service Plan
1	Business Line Service	Pct. 4 21661 Hwy 186	Basic Local Service-Business

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-419-40-124-187-0-531

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

BUDGETARY IMPACT:

Req # 343200

Funds available as of 06/07/17

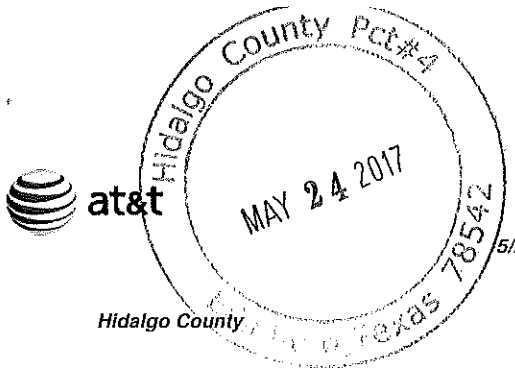
Attachments

AT&T

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/07/2017 03:49 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Veronica Lopez		Started On: 06/07/2017 03:07 PM
Final Approval Date: 06/09/2017		

Pct # 667
Req # 343200



5/23/2017

Hidalgo County

Provided by
Hector Orellana
Client Solutions Executive 2
Phone: *956-605-4849*
Fax: *956-630-8403*
E-mail: ho9555@att.com
721 Beech Ave.
McAllen, TX 78539

LOCAL VOICE SERVICES CONTRACT

State of Texas DIR Contract: DIR-TEX-AN-NG-CTSA-005

Customer contact:
Veronica Davis
(956) 383-3112 Ext 4019

BTN (956)386-1865 736

Product	Quantity	Retail	DIR Cost	Amount Due:
MONTHLY RECURRING CHARGE				
Business Line Service 91577	1		$20.85	**$20.85**
Basic Local Service - Business				
Service Address:				
21661 HIGHWAY 186 EDINBURG 78542				
			Total Monthly	**$20.85**
NON RECURRING CHARGE				
Central Office Charge 91577	1		$50.00	**$50.00**
Service Order Change 91577	1		$36.00	**$36.00**
Trip Charge 91577	1		$15.00	**$15.00**
			Total One-Time	**$101.00**
**Existing lines changing to DIR rate plan will not be billed Non-Recurring Charge				
NOTE 1: Service is month to month.				
NOTE 2: All "normal" other charges will apply, e.g., EUCL, Touch-Tone, Service Order Charge, Trip Charge, Central Office Access Charge, etc.				
NOTE 3: For rate elements not found in this Pricing Sheet, use existing tariff rates. All current tariff rules and regulations apply.				
http://www.dir.texas.gov/SiteCollectionDocuments/CTS/Tex-AN%20NG%20Contracts/DIR-TEX-AN-NG-CTSA-005/ATT_C-1_VOIP_Custom_Service.pdf				
***Payment must be made within 30 days of receiving equipment**			**Total Amount Due:**	See quote price below

V# 328624

PO # 758383

AI-60079 **Precinct #4** **19. B.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Joseph Palacios, COMM. PCT. #4 **Submitted By:** Nick Perez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Requesting approval to accept counter offer to purchase parcel 1 in the amount of $254,870.00 in connection with Precinct 4 North Alamo Rd. Project.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1315-126-20-000-020-0-000

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

BUDGETARY IMPACT:

TXDOT PRJ-DUE FR TXDOT-FM1925(KENYON-907), 80% TXDOT portion.

CALENDAR YEAR: 2017 **ACCT. #:** 7-1315-431-00-124-150-0-710

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

BUDGETARY IMPACT:

TXDOT-PCT4 N ALAMO RD(FM1925-½MILE N); funds available as of 6-6-17, 20% County responsibility

---

Attachments

Parcel 1

Parcel Payment Approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/01/2017 09:55 AM
Ivan Cantu	Ivan Cantu	06/06/2017 04:11 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Nick Perez		Started On: 06/01/2017 08:38 AM
Final Approval Date: 06/09/2017		

L&G Engineering
Transportation Consultants

May 4, 2017

RECEIVED
MAY 05 2017
BY:

The Honorable Joseph Palacios
Commissioner, Pct. 4
1051 N Doolittle Rd.
Edinburg, Texas 78541

RE: Parcel No. 1 – Request for Check
County: Hidalgo
TxDOT CSJ No. 0921-02-330
Highway: Alamo Rd North Limits:from FM 1925 to 0.5 Miles north

Dear Commissioner Palacios:

In compliance with **"Advanced Funding Agreement"** approved by Commissioner's Court on 07/22/14 between the County of Hidalgo (Pct. #4) and the State of Texas (TxDOT); L & G Engineering (ROW Acquisition Provider for and behalf of the County of Hidalgo) cordially requests that a check in the amount of **$257,380.13**, as evidenced in the attached conveyance deed and settlement statement, be made payable to ***Sierra Title of Hidalgo County, Inc.; 3401 N. 10th Street, McAllen, TX 78501.*** Payment through this process will expedite the acquisition of the above captioned parcel of land for the expansion of this highway project.

Once the parcel of land (tract) is acquired and transaction is consummated, the title company will provide L & G Engineering with the original recorded deed, copy of closing statement, and an original title insurance policy in the amount of the parcel purchase price. L & G Engineering will copy and then provide the County Auditor's office with these original documents for further submission to the State (TxDOT) when requesting reimbursement for the partial cost of the parcel.

L & G Engineering will be available to assist the County in the processing of any payment or reimbursement requests to TxDOT.

We thank you for your excellent cooperation and coordination towards the acquisition and payment process of this highway project. Please feel free to call me or Alicia Rodriguez 956/585-1909 with any concerns or questions regarding this payment process.

Sincerely,

Fernando Herrera Jr.
Right of Way Administrator

7-1315-431-00-124-150-0-721
7-1315-431-00-124-150-0-710

cc: File

Attachments

INVOICE RECEIVED BY:
on 5/5/17
GOODS/SERVICES RECEIVED BY:
on 05/05/17

Received:
County Pct. #4 Office
By: 05/05/2017
Date

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

EXHIBIT 'A'

Parcel 1

Alamo Rd North

Reimbursement Items

$ 160,000.00 - LAND COST 80.0% REIMBURSEMENT OF BUDGETED LAND COST ($200,000.00)*

$ 1,386.40 – TITLE INSURANCE (1733.00, 80% REIMBURSABLE)

$ 400.00 – ESCROW FEE (500.00, 80% REIMBURSABLE)

$ 36.00 – DOCUMENT REVIEW FEE (45.00, 80% REIMBURSABLE)

$ 43.30 – TAX SERVICE FEE (54.13, 80% REIMBURSABLE)

$ 140.00 – RECORDING FEES (175.00, 80% REIMBURSABLE)

$ 2.40 – State of Texas Fee (GARC) (3.00, 80% REIMBURSABLE)

$ 162,008.10 – TOTAL REIMBURSEMENT

* The total land cost was $254,870.00, the budgeted/reimbursable amount was $200,000.00.

$54,870.00 of the $254,870.00 is County responsibility.

OMB No. 2502-0265

A. U.S. Department of Housing and Urban Development

Settlement Statement

B. Type of Loan		
1. [ ] FHA	2. [ ] RHS	3. [ ] Conv. Unins.
4. [ ] VA	5. [ ] Conv. Ins.	
6. File Number: 3155094	7. Loan Number:	
8. Mortgage Ins. Case No.		

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

D. Name of Borrower: Hidalgo County, Texas, 100 N. Closer, Edinburg, TX 78539

E. Name of Seller: Anna R Fike, 1601 N Sharp Rd, Edinburg, TX 78542
Michael R Fike, 1800 N Sharp, Edinburg, TX 78542
George A Fike, 7461 E Mile 17 1/2, Edinburg, TX 78542
Frank Samuel Fike, 1601 N Sharp, Edinburg, TX 78542

F. Name of Lender:

G. Property Location: Lot Q, Block 2, SANTA CRUZ RANCH

We Hereby Certify that this is a true and correct copy of the original instrument.
SIERRA TITLE OF HIDALGO COUNTY, INC.
by
Parcel 1

H. Settlement Agent: Sierra Title of Hidalgo County, Inc.(956) 682-8321
Place of Settlement: 3401 N. 10TH Street, McAllen, TX 78501

I. Settlement Date: 4/24/2017 Proration Date: 4/24/2017

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price	254,870.00	401. Contract sales price	254,870.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	2,510.13	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111. ***No Tax Prorations***		411. ***No Tax Prorations***	
112.		412.	
120. Gross Amount Due from Borrower:	257,380.13	420. Gross Amount Due to Seller	254,870.00
200. Amounts Paid by or in Behalf of Borrower		500. Reduction in Amount Due to Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218. ***No Tax Prorations***		518. ***No Tax Prorations***	
219.		519.	
220. Total Paid by/for Borrower	0.00	520. Total Reduction Amount Due Seller:	0.00
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller:	
301. Gross amount due from borrower (line 120)	257,380.13	601. Gross amount due to seller (line 420)	254,870.00
302. Less amount paid by/for borrower (line 220)	0.00	602. Less total reduction in amount due seller(line 520)	0.00
303. CASH (X)FROM ()TO BORROWER	257,380.13	603. CASH ()FROM (X)TO SELLER	254,870.00

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.
SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Sierra Title of Hidalgo County, Inc.(956) 682-8321 with your correct taxpayer identification number.
If you do not provide Sierra Title of Hidalgo County, Inc.(956) 682-8321 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Anna R Fike

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700.	Total Real Estate Broker Fees			
	Division of commission (line 700) as follows:			
701.	$			
702.	$			
703.	Commission paid at settlement		0.00	
704.				
705.				
800.	Items Payable in Connection with Loan			
801.	Our origination charge	(from GFE#1)		
802.	Your credit or charge (points) for specific interest rate chosen	(from GFE#2)		
803.	Your adjusted origination charges	(from GFE A)	0.00	
804.	Appraisal fee	(from GFE#3)		
805.	Credit report	(from GFE#3)		
806.	Tax service	(from GFE#3)		
807.	Flood certification	(from GFE#3)		
808.				
809.				
810.				
811.				
812.				
900.	Items Required by Lender to Be Paid in Advance			
901.	Daily interest charges	(from GFE#10)		
902.	Mortgage insurance premium	(from GFE#3)		
903.	Homeowner's insurance	(from GFE#11)		
904.				
905.				
1000.	Reserves Deposited with Lender			
1001.	Initial deposit for your escrow account	(from GFE#9)	0.00	
1002.	Homeowner's insurance			
1003.	Mortgage insurance			
1004.	City property taxes			
1005.	County property taxes			
1006.	Annual Assessments (maint.)			
1007.				
1008.				
1009.	Aggregate Adjustment			
1100.	Title Charges			
1101.	Title services and lender's title insurance	(from GFE#4)	0.00	
1102.	Settlement or closing fee to Sierra Title of		500.00	
1103.	Owner's title insurance to Sierra Title of Hidalgo Coun	(from GFE#5)	1,733.00	
1104.	Lender's title insurance			
1105.	Lender's title policy limit			
1106.	Owner's title policy limit $254,870.00			
1107.	Agent's portion of the total title insurance premium $1,473.05			
1108.	Underwriter's portion of the total title insurance premium $259.95			
1109.	Agent Name: Sierra Title of Hidalgo County, Inc.			
1110.	Underwriter Name:Fidelity National Title Insurance Company			
1111.	GARC Fee - Owner Policy to TTIGA		3.00	
1112.	GARC Fee - Loan Policy			
1113.	Document Review Fee to King Law Firm		45.00	
1114.	E Filing Fee to Sierra Title of Hidalgo County, Inc		7.00	
1115.	Tax Service Fee to Tax Service of Hidalgo County, Inc		54.13	
1200.	Government Recording and Transfer Charges			
1201.	Government recording charges	(from GFE#7)	0.00	
1202.	Deed/Mortgage/Release Deed $88.00 Release $80.00		168.00	
1203.	Transfer taxes	(from GFE#8)	0.00	
1204.	City/County tax/stamps			
1205.	State tax/stamps			
1206.				
1207.				
1300.	Additional Settlement Charges			
1301.	Required services that you can shop for	(from GFE#6)	0.00	
1302.				
1303.				
1304.				
1305.				
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)		2,510.13	0.00

and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Hidalgo County, Texas

By: Fernando Herrera Right of Way Administrator for L&G Engineering

Anna R Fike

Michael R Fike

George A Fike

Frank Samuel Fike

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Sierra Title of Hidalgo County, Inc.

Date

SELLER'S AND/OR BORROWER'S STATEMENT Seller's and Borrower's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Borrower; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Such financial institution may provide Title Company computer accounting and audit services directly or through a separate entity which, if affiliated with Title Company, may charge the financial institution reasonable and proper compensation therefore and retain any profits therefrom. Any escrow fees paid by any party involved in this transaction shall only be for checkwriting and input to the computers, but not for aforesaid accounting and audit services. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Sellers and Borrowers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The Settlement Agent does not warrant or represent the accuracy of information provided by third parties, including that information provided on the last page of this HUD form or POC items, and the parties hold harmless the settlement agent as to any inaccuracy of such matter.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

Hidalgo County, Texas

By: Fernando Herrera Right of Way Administrator for L&G Engineering

Anna R Fike

Michael R Fike

George A Fike

Frank Samuel Fike

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

POC(B) represents paid outside of closing by borrower, POC(S) represents paid outside of closing by the seller, POC(L) represents paid outside of closing by lender, and POC(M) represents paid outside of closing by mortgage broker.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

We Hereby Certify that this is a true and correct copy of the original instrument
SIERRA TITLE OF HIDALGO COUNTY, LTD.
by _____

GENERAL WARRANTY DEED

Date: _____

Grantor: **Anna R. Fike a widow, 1601 N Sharp Rd, Edinburg, TX 78542**
Michael R. Fike, 1800 N. Sharp Rd., Edinburg, TX 78542,
George A. Fike, 7461 E Mile 17 ½ Rd, Edinburg, TX 78542
Frank Samuel Fike aka Frank Sam Fike, 1601 N Sharp Rd., Edinburg, TX 78542

Grantee: **Hidalgo County, Texas**

Grantee's Mailing Address: 100 N. Closner
Edinburg, Hidalgo County, Texas 78539

Consideration:
Two hundred fifty-four thousand eight hundred seventy and 00/100 dollars ($254,870.00) ***(The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal condemnation proceedings and the added expense of litigation)*** in hand paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):
See description in Exhibit "A" attached hereto and made a part hereof for all purposes.

SAVE and **EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit: N/A

In connection therewith, Grantor covenants and agrees to remove said improvements from the Property by the N/A, without notice to or any further consideration paid to Grantor, the title to all or any part of such improvements not so removed shall automatically pass to and vest in Grantee, its successors and assigns, forever.

Reservations from and Exceptions to Conveyance and Warranty:

The following matters and all terms of the documents creating or offering evidence of the matters. (We must insert matters or delete this exception.):

a. Subdivision regulations of the County of Hidalgo and/or ordinances or regulations of the city in which the subdivision resides or in any city holding extra-territorial jurisdiction of said property.

b. Statutory rights, rules and regulations in favor of Hidalgo County Irrigation District No. 1, pursuant to applicable sections of the Texas Water Code.

c. Rights or claims by Hidalgo County Irrigation District No. 1 to any portion of property lying within canal and/or drain ditch easements and/or rights of way located on the property.

d. Easements and reservation as shown according to the map or plat thereof recorded in Volume Z, Page 161, Map Records, Hidalgo County, Texas.

e. Right of Way easement to Hidalgo County document dated 1/13/1953, in Vol. 775, P 313, HCDR

f. Conveyance of water rights dated 1/8/1937 in Vol 829 P 417 and date 8/12/1954 Vol. 829, P. 423 in Hidalgo County Deed Records

Taxes assessed against the Property, if any, after date hereof. Grantor shall be liable for all taxes assessed against the Property through date hereof.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, this instrument is executed on this the 2nd day of May, 2017.

GRANTOR:

Michael R. Fike, ~~Michael Willard Fike aka Michael W. Fike aka Michael Fike~~

George A. Fike

Frank Samuel Fike aka Frank Sam Fike

Anna R. Fike

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on May 2nd, 2017 by Michael R. Fike, ~~George A. Fike, Frank Samuel Fike aka Frank Sam Fike and Anna R. Fike, aka Michael Willard Fike aka Michael W. Fike aka Michael Fike.~~

Notary Public's Signature

NOTARY PUBLIC STATE OF TEXAS
LIZ RIOS
Commission # 3478604
My Commission Expires
October 19, 2019

Acknowledgement

State of Texas
County of Hidalgo

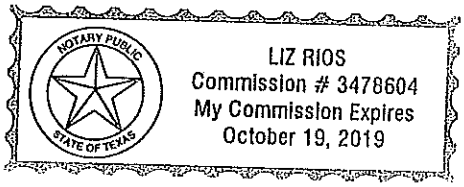
This instrument was acknowledged before me on May 2, 2017 by George A. Fike.

Notary Public's Signature

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on May 2, 2017 by Frank Samuel Fike aka Frank Sam Fike.

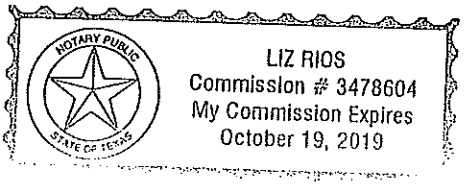


Notary Public's Signature

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on May 2, 2017 by Anna R. Fike.



Notary Public's Signature

AFTER RECORDING RETURN TO:

Sierra Title Co.
McAllen, Texas

Exhibit A

County: Hidalgo
Highway: Alamo Road North
Parcel 1
RCSJ Number: 0921-02-330
CCSJ Number: 0921-02-311

FIELD NOTE DESCRIPTION FOR PARCEL 1

Being 3.558 acres (155,000 square feet) of land situated in the San Salvadore Del Tule (Juan Jose Balli) Grant, Hidalgo County, Texas, and being part of and out of Lot "Q", Block 2, SANTA CRUZ RANCH, according to the map or plat thereof, recorded in Volume "Z", Page 161, Deed Records of Hidalgo County, Texas (D.R.H.C.), also being part of and out of that certain 41.58 acres, referred to as Parcel 3, described in deed from Anna R. Fike to Michael R. Fike, George A. Fike, and Frank Samuel Fike, dated December 11, 2008, as recorded under Document Number 2011-2200737, Official Records of Hidalgo County, Texas (O.R.H.C.), said 3.558 acres being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod with aluminum cap, stamped "TxDOT ROW," set in the proposed north right-of-way line of F.M. 1925, based on a 120-foot width, marking the southeast corner of said 41.58 acre tract and the southwest corner of that certain 290.97 acres, referred to as Tract No. Three, described in deed from Edinburg Improvement Association to EIA Properties, Ltd., dated June 1, 2004, as recorded under Document Number 1355500, O.R.H.C.; thence:

North 81°08'52" West, along said proposed north right-of-way line of said F.M. 1925, a distance of 572.41 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set at the southeasterly end of a proposed cutback corner;

North 36°07'41" West, along said cutback corner, a distance of 42.39 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set (**) at the POINT OF BEGINNING of the herein described parcel, having surface coordinates of N=16,645,959.92 and E=1,115,262.58, said point also being the southeasterly corner of the herein described parcel and in the proposed easterly right-of-way line (60 FOOT ROW) of North Alamo Road. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment). All distances and coordinates are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00004

Exhibit A

1) Thence, North 81°07'17" West, along said proposed northerly right-of-way line of said F.M. 1925, a distance of 60.00 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set (**) at the southwesterly corner of the herein described parcel;

2) Thence, North 08°53'30" East, along the proposed westerly right-of-way line (60 FOOT ROW) of North Alamo Road, a distance of 124.75 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set (**) at the beginning of a curve to the right;

3) Thence, in a northeasterly direction along said curve to the right and along the proposed westerly right-of-way line of said North Alamo Road, a distance of 1,189.92 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set (**) at the end of said curve to the right and the beginning of a curve to the left, said curve to the right having a central angle of 16°55'03", a radius of 4,030.00 feet and a chord bearing North 17°21'01" East a distance of 1,185.60 feet;

4) Thence, in a northeasterly direction along said curve to the left and along the proposed westerly right-of-way line of said North Alamo Road, a distance of 1,189.33 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set (**) at the end of said curve to the left, said curve having a central angle of 17°09'53", a radius of 3,970.00 feet and a chord bearing North 17°13'37" East a distance of 1,184.89 feet;

5) Thence, North 08°38'40" East, continuing along the proposed westerly right-of-way line of said North Alamo Road, a distance of 79.34 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set (**) in the northerly line of said Lot "Q", Block 2, said point also being the northwesterly corner of the herein described parcel;

6) Thence, South 81°06'30" East, along northerly line of said Lot "Q", Block 2 a distance of 60.00 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set (**) for the northeasterly corner of the herein described parcel;

7) Thence, South 08°38'40" West, along the proposed easterly right-of-way line of said North Alamo Road, a distance of 79.08 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set (**) at the beginning of a curve to the right;

Exhibit A

8) Thence, in a southwesterly direction along said curve to the right and along the proposed easterly right-of-way line of said North Alamo Road, a distance of 1,207.30 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set (**) at the end of said curve to the right and the beginning of a curve to the left, said curve to the right having a central angle of 17°09'53", a radius of 4,030.00 feet and a chord bearing South 17°13'37" West, a distance of 1,202.79 feet;

9) Thence, in a southwesterly direction along said curve to the left and along the proposed easterly right-of-way line of said North Alamo Road, a distance of 1,172.21 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set (**) at the end of said curve to the left, said curve having a central angle of 16°55'03", a radius of 3,970.00 feet and a chord bearing South 17°21'01" West, a distance of 1,167.95 feet;

10) Thence, South 08°53'30" West, along the proposed easterly right-of-way line (60 FOOT ROW) of North Alamo Road, a distance of 124.74 feet to the POINT OF BEGINNING and containing 3.558 acres (155,000 square feet) of land.

** The monument described and set may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

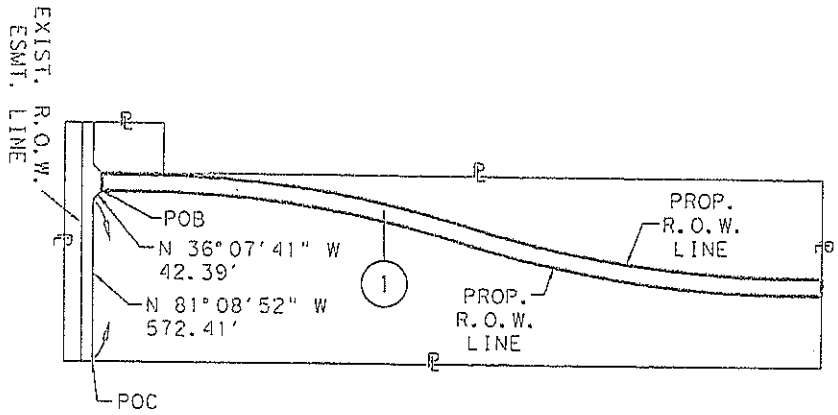
A parcel plat accompanies this property description.

I do hereby certify that this metes and bounds description and accompanying parcel plat conform to the current General Rules of Procedures and Practices as promulgated by the Texas Board of Professional Land Surveyors.

John David Kenney, R.P.L.S. #2080
RODS SURVEYING, INC.

DATE 4-30-14

STATE OF TEXAS
REGISTERED
JOHN DAVID KENNEY
2080
PROFESSIONAL
LAND SURVEYOR



PARENT TRACT INSET
PARCEL 1
N.T.S.

A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

STATE OF TEXAS
REGISTERED
JOHN DAVID KENNEY
2080
PROFESSIONAL
LAND SURVEYOR

4-30-14

NOTES:

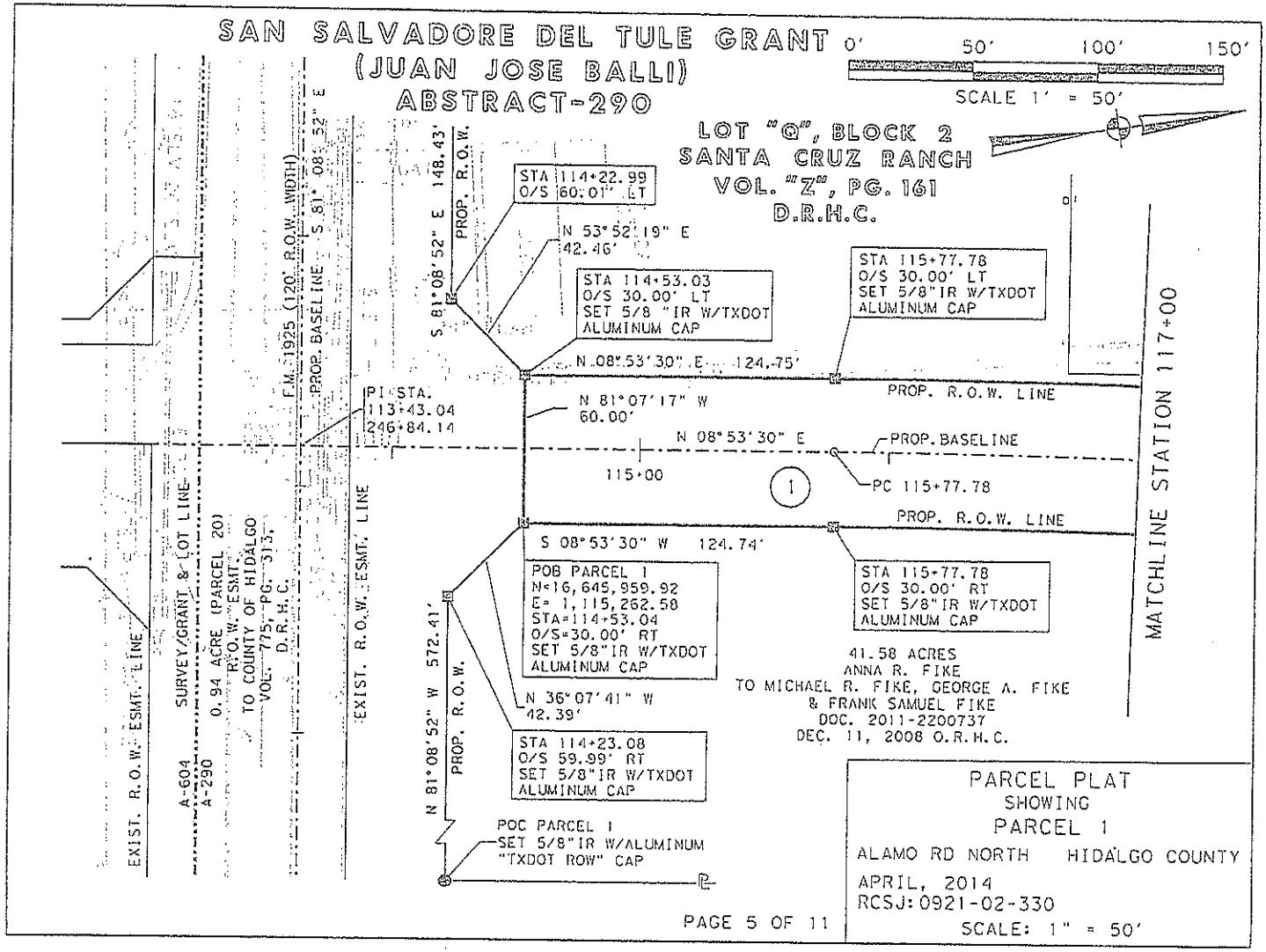
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00004.
2. "■" = THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT OF WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.
3. SET ⊕ INDICATES TEXAS DEPARTMENT OF TRANSPORTATION ALUMINUM DISK ON A 5/8 INCH IRON ROD IN CONCRETE.
4. SET○: INDICATES A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP MARKED RODS SURVEYING, INC.
5. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.

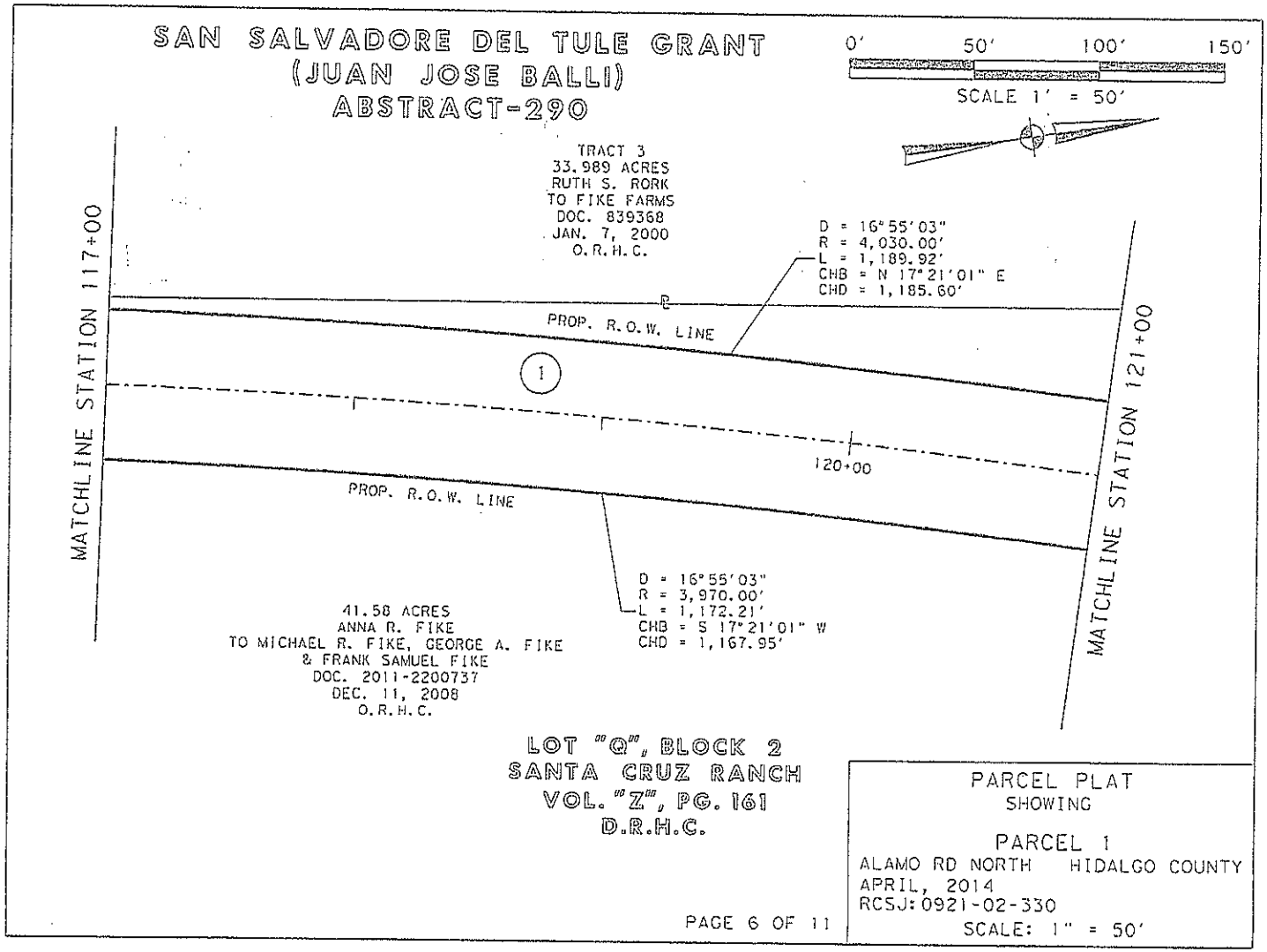
EXISTING	TAKING	REMAINING
41.58 AC	3.558 AC	38.0220 AC
	155,000 SF	

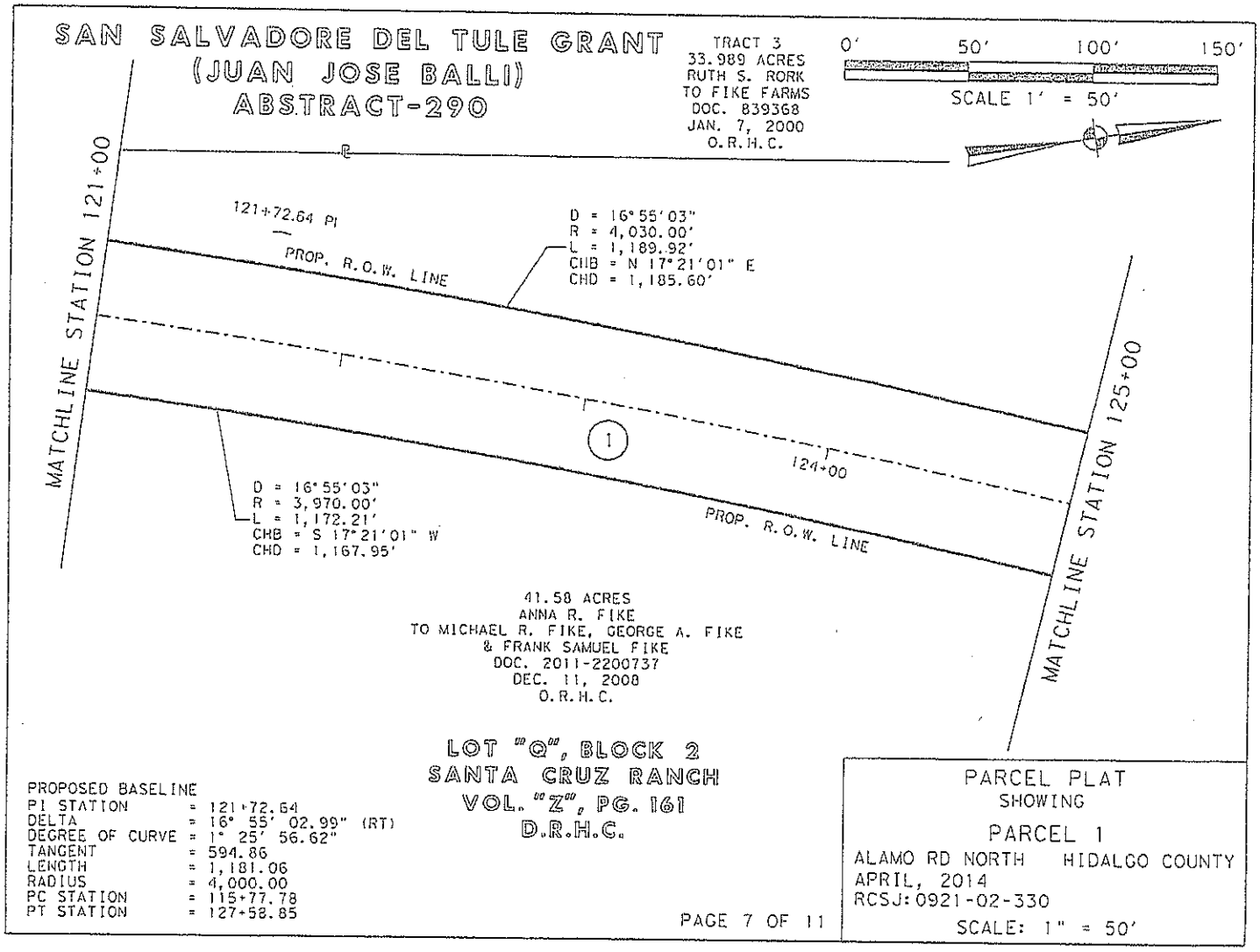
RODS SURVEYING, INC.
6810 LEE ROAD SPRING, TEXAS 77379
TEL (281) 257-4020 FAX (281) 257-4021

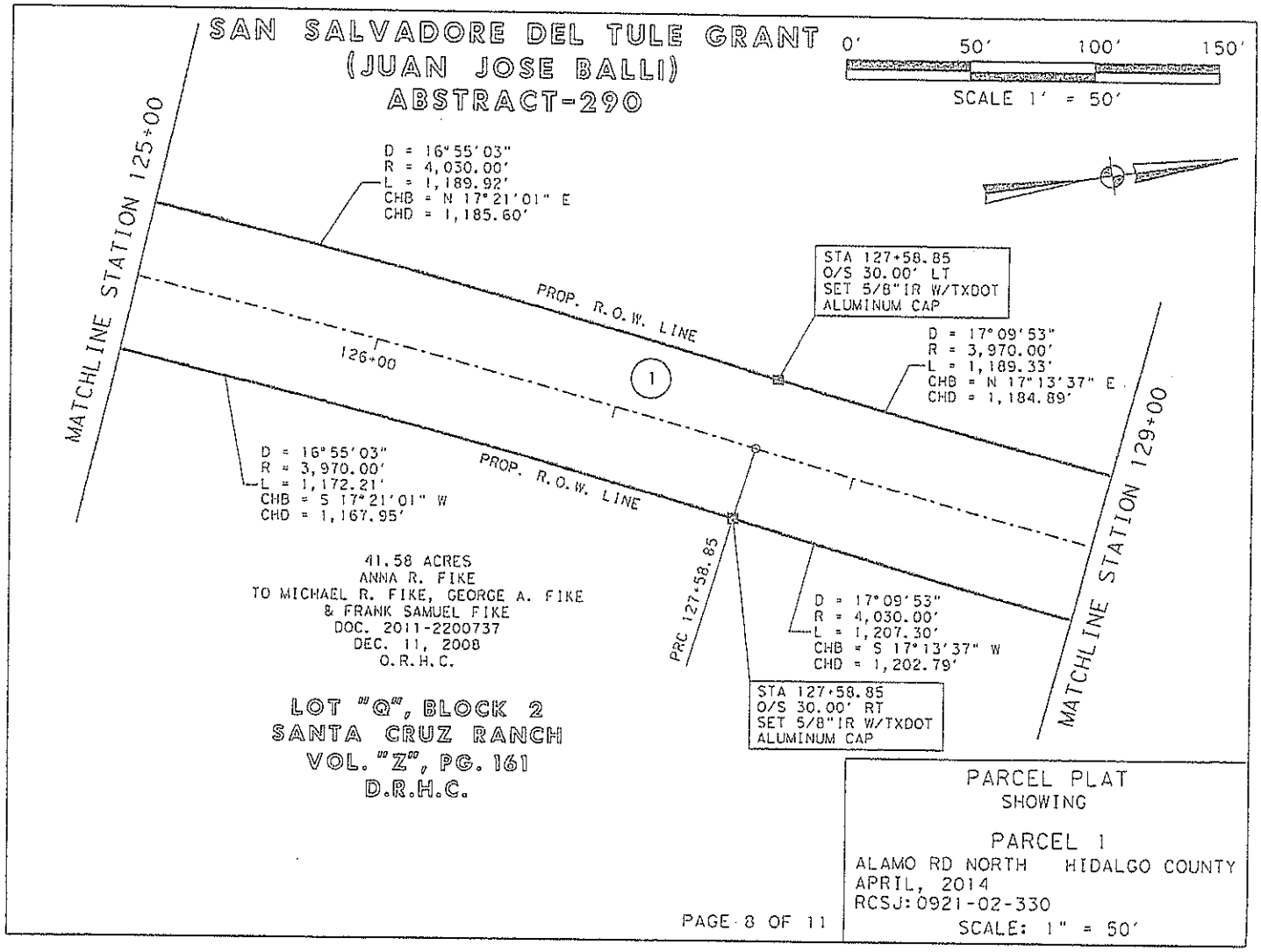
PARCEL PLAT
SHOWING
PARCEL 1
ALAMO RD NORTH HIDALGO COUNTY
APRIL, 2014
RCSJ: 0921-02-330

NTS


SAN SALVADORE DEL TULE GRANT
(JUAN JOSE BALLI)
ABSTRACT-290
0' 50' 100' 150'
SCALE 1" = 50'
LOT "Q", BLOCK 2
SANTA CRUZ RANCH
VOL. "Z", PG. 161
D.R.H.C.
STA 114+22.99
O/S 60.01' LT
N 53°52'19" E
42.46'
STA 114+53.03
O/S 30.00' LT
SET 5/8 "IR W/TXDOT
ALUMINUM CAP
STA 115+77.78
O/S 30.00' LT
SET 5/8"IR W/TXDOT
ALUMINUM CAP
S 81°08'52" E 148.43'
PROP. R.O.W.
N 08°53'30" E 124.75'
PROP. R.O.W. LINE
PI STA.
113+43.04
246+84.14
N 81°07'17" W
60.00'
N 08°53'30" E
PROP. BASELINE
115+00
PC 115+77.78
PROP. R.O.W. LINE
S 08°53'30" W 124.74'
POB PARCEL 1
N=16,645,959.92
E= 1,115,262.58
STA=114+53.04
O/S=30.00' RT
SET 5/8"IR W/TXDOT
ALUMINUM CAP
STA 115+77.78
O/S 30.00' RT
SET 5/8"IR W/TXDOT
ALUMINUM CAP
N 36°07'41" W
42.39'
STA 114+23.08
O/S 59.99' RT
SET 5/8"IR W/TXDOT
ALUMINUM CAP
N 81°08'52" W 572.41'
PROP. R.O.W.
POC PARCEL 1
SET 5/8"IR W/ALUMINUM
"TXDOT ROW" CAP
41.58 ACRES
ANNA R. FIKE
TO MICHAEL R. FIKE, GEORGE A. FIKE
& FRANK SAMUEL FIKE
DOC. 2011-2200737
DEC. 11, 2008 O.R.H.C.
MATCHLINE STATION 117+00
EXIST. R.O.W. ESMT. LINE
A-604
A-290
SURVEY/GRANT & LOT LINE
0.94 ACRE (PARCEL 20)
R.O.W. ESMT.
TO COUNTY OF HIDALGO
VOL. 775, PG. 313,
D.R.H.C.
F.M. 1925 (120' R.O.W. WIDTH)
PROP. BASELINE S 81° 08' 52" E
EXIST. R.O.W. ESMT. LINE
PARCEL PLAT
SHOWING
PARCEL 1
ALAMO RD NORTH HIDALGO COUNTY
APRIL, 2014
RCSJ: 0921-02-330
SCALE: 1" = 50'

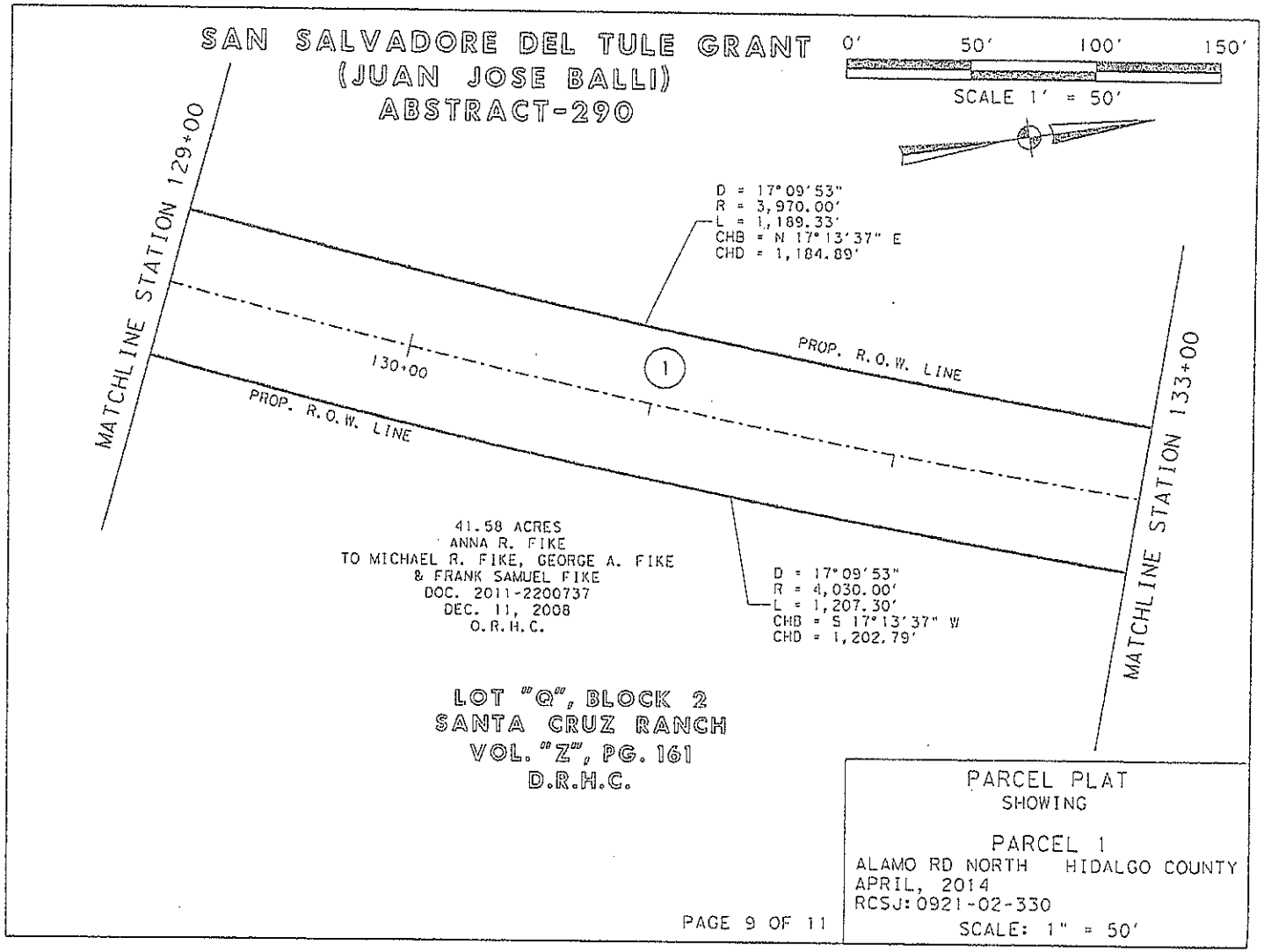

SAN SALVADORE DEL TULE GRANT
(JUAN JOSE BALLI)
ABSTRACT-290
0'
50'
100'
150'
SCALE 1' = 50'
TRACT 3
33.989 ACRES
RUTH S. RORK
TO FIKE FARMS
DOC. 839368
JAN. 7, 2000
O.R.H.C.
D = 16°55'03"
R = 4,030.00'
L = 1,189.92'
CHB = N 17°21'01" E
CHD = 1,185.60'
PROP. R.O.W. LINE
1
120+00
PROP. R.O.W. LINE
MATCHLINE STATION 117+00
MATCHLINE STATION 121+00
D = 16°55'03"
R = 3,970.00'
L = 1,172.21'
CHB = S 17°21'01" W
CHD = 1,167.95'
41.58 ACRES
ANNA R. FIKE
TO MICHAEL R. FIKE, GEORGE A. FIKE
& FRANK SAMUEL FIKE
DOC. 2011-2200737
DEC. 11, 2008
O.R.H.C.
LOT "Q", BLOCK 2
SANTA CRUZ RANCH
VOL. "Z", PG. 161
D.R.H.C.
PARCEL PLAT
SHOWING
PARCEL 1
ALAMO RD NORTH HIDALGO COUNTY
APRIL, 2014
RCSJ: 0921-02-330
SCALE: 1" = 50'

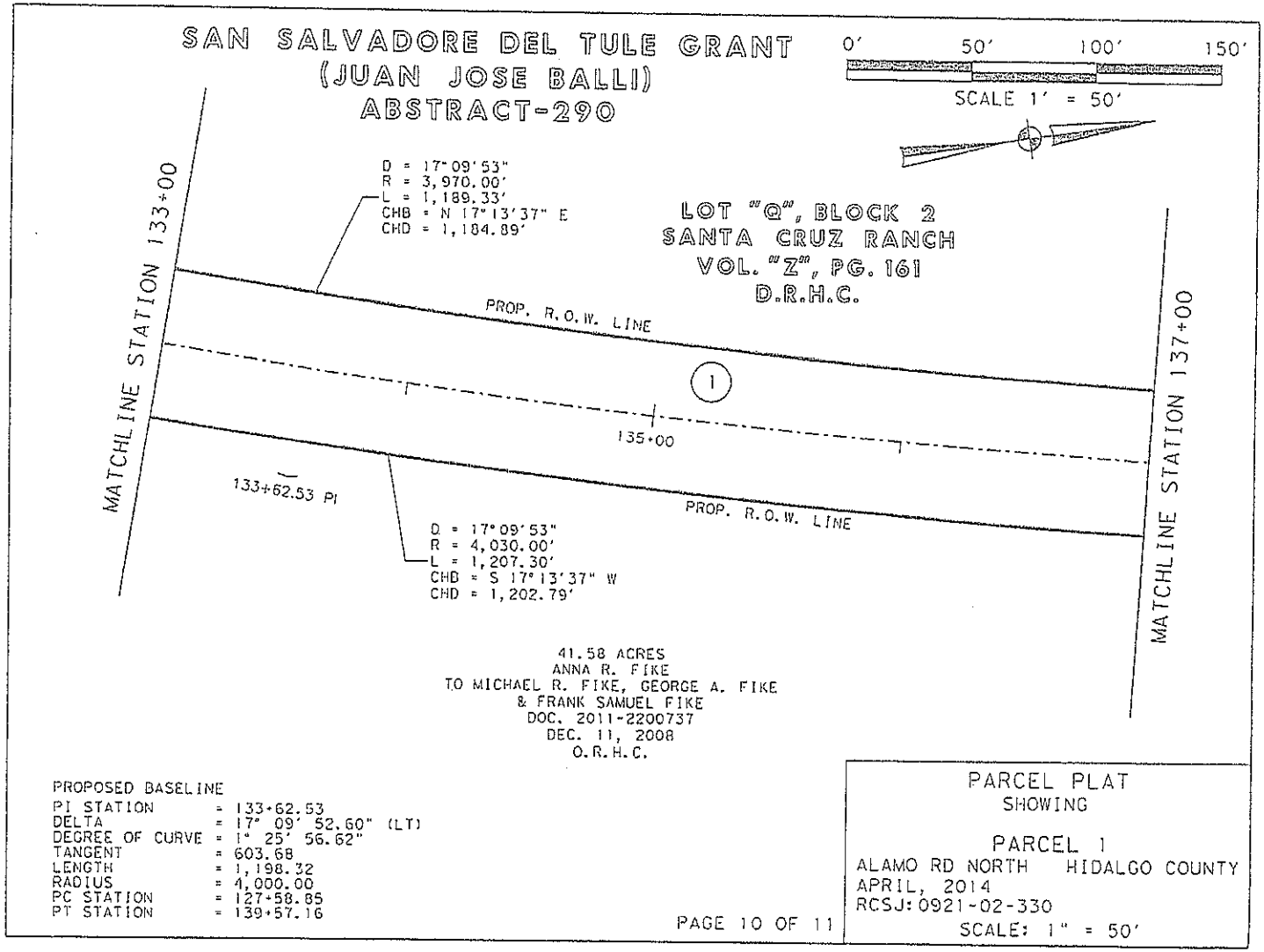

SAN SALVADORE DEL TULE GRANT
(JUAN JOSE BALLI)
ABSTRACT-290
TRACT 3
33.989 ACRES
RUTH S. RORK
TO FIKE FARMS
DOC. 839368
JAN. 7, 2000
O.R.H.C.
0' 50' 100' 150'
SCALE 1" = 50'
MATCHLINE STATION 121+00
121+72.64 PI
PROP. R.O.W. LINE
D = 16°55'03"
R = 4,030.00'
L = 1,189.92'
CHB = N 17°21'01" E
CHD = 1,185.60'
1
124+00
D = 16°55'03"
R = 3,970.00'
L = 1,172.21'
CHB = S 17°21'01" W
CHD = 1,167.95'
PROP. R.O.W. LINE
MATCHLINE STATION 125+00
41.58 ACRES
ANNA R. FIKE
TO MICHAEL R. FIKE, GEORGE A. FIKE
& FRANK SAMUEL FIKE
DOC. 2011-2200737
DEC. 11, 2008
O.R.H.C.
LOT "Q", BLOCK 2
SANTA CRUZ RANCH
VOL. "Z", PG. 161
D.R.H.C.
PROPOSED BASELINE
PI STATION = 121+72.64
DELTA = 16° 55' 02.99" (RT)
DEGREE OF CURVE = 1° 25' 56.62"
TANGENT = 594.86
LENGTH = 1,181.06
RADIUS = 4,000.00
PC STATION = 115+77.78
PT STATION = 127+58.85
PARCEL PLAT
SHOWING
PARCEL 1
ALAMO RD NORTH HIDALGO COUNTY
APRIL, 2014
RCSJ: 0921-02-330
SCALE: 1" = 50'

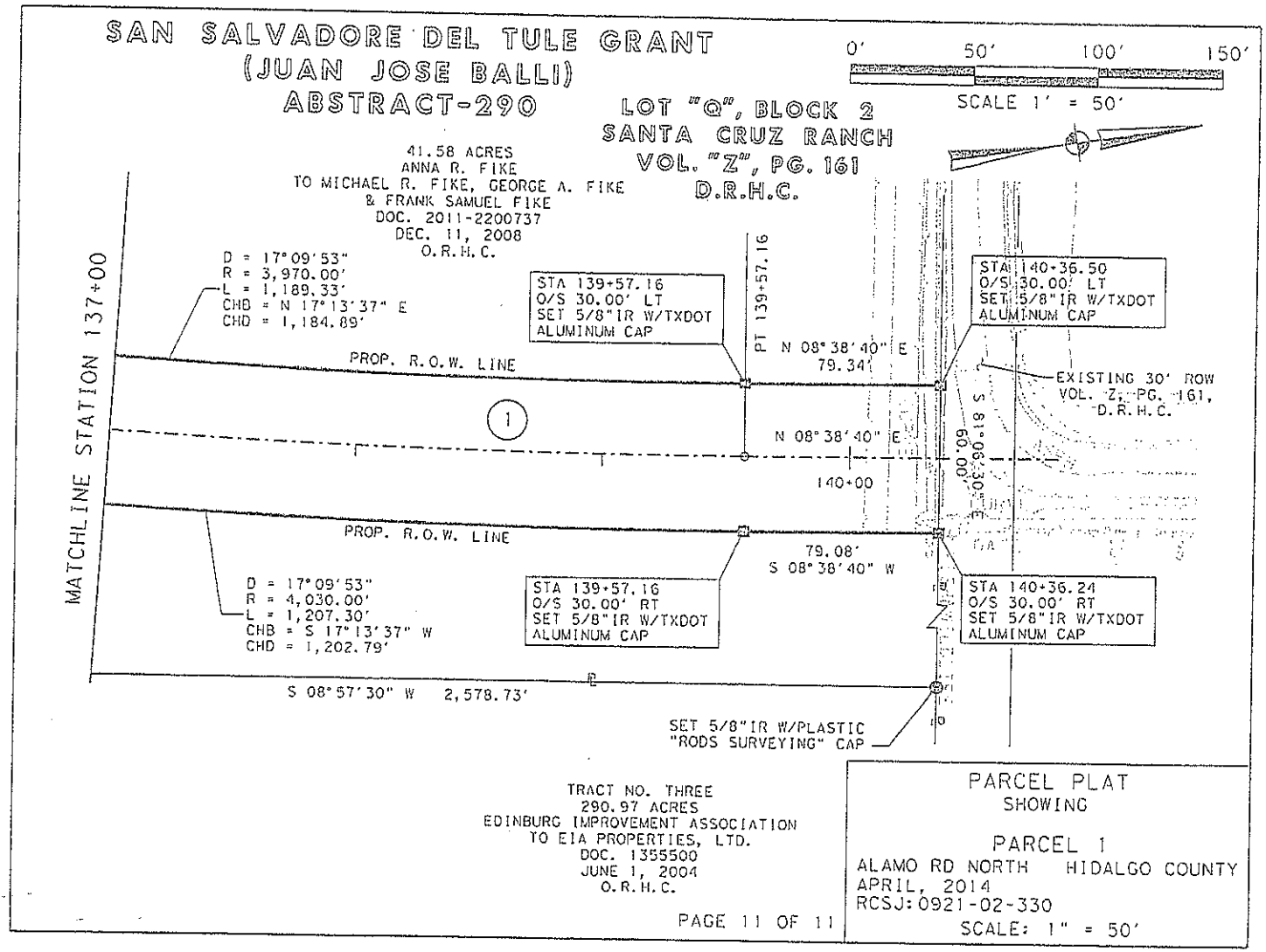


PARCEL PLAT
SHOWING

PARCEL 1
ALAMO RD NORTH HIDALGO COUNTY
APRIL, 2014
RCSJ: 0921-02-330
SCALE: 1" = 50'


SAN SALVADORE DEL TULE GRANT
(JUAN JOSE BALLI)
ABSTRACT-290
0'
50'
100'
150'
SCALE 1' = 50'
MATCHLINE STATION 129+00
D = 17°09'53"
R = 3,970.00'
L = 1,189.33'
CHB = N 17°13'37" E
CHD = 1,184.89'
130+00
1
PROP. R.O.W. LINE
PROP. R.O.W. LINE
MATCHLINE STATION 133+00
41.58 ACRES
ANNA R. FIKE
TO MICHAEL R. FIKE, GEORGE A. FIKE
& FRANK SAMUEL FIKE
DOC. 2011-2200737
DEC. 11, 2008
O.R.H.C.
D = 17°09'53"
R = 4,030.00'
L = 1,207.30'
CHB = S 17°13'37" W
CHD = 1,202.79'
LOT "Q", BLOCK 2
SANTA CRUZ RANCH
VOL. "Z", PG. 161
D.R.H.C.
PARCEL PLAT
SHOWING
PARCEL 1
ALAMO RD NORTH HIDALGO COUNTY
APRIL, 2014
RCSJ: 0921-02-330
SCALE: 1" = 50'


SAN SALVADORE DEL TULE GRANT
(JUAN JOSE BALLI)
ABSTRACT-290
0' 50' 100' 150'
SCALE 1' = 50'
D = 17°09'53"
R = 3,970.00'
L = 1,189.33'
CHB = N 17°13'37" E
CHD = 1,184.89'
LOT "Q", BLOCK 2
SANTA CRUZ RANCH
VOL. "Z", PG. 161
D.R.H.C.
MATCHLINE STATION 133+00
PROP. R.O.W. LINE
1
135+00
133+62.53 PI
PROP. R.O.W. LINE
MATCHLINE STATION 137+00
D = 17°09'53"
R = 4,030.00'
L = 1,207.30'
CHB = S 17°13'37" W
CHD = 1,202.79'
41.58 ACRES
ANNA R. FIKE
TO MICHAEL R. FIKE, GEORGE A. FIKE
& FRANK SAMUEL FIKE
DOC. 2011-2200737
DEC. 11, 2008
O.R.H.C.
PROPOSED BASELINE
PI STATION = 133+62.53
DELTA = 17° 09' 52.60" (LT)
DEGREE OF CURVE = 1° 25' 56.62"
TANGENT = 603.68
LENGTH = 1,198.32
RADIUS = 4,000.00
PC STATION = 127+58.85
PT STATION = 139+57.16
PARCEL PLAT
SHOWING
PARCEL 1
ALAMO RD NORTH HIDALGO COUNTY
APRIL, 2014
RCSJ: 0921-02-330
SCALE: 1" = 50'


SAN SALVADORE DEL TULE GRANT
(JUAN JOSE BALLI)
ABSTRACT-290
LOT "Q", BLOCK 2
SANTA CRUZ RANCH
VOL. "Z", PG. 161
D.R.H.C.
0' 50' 100' 150'
SCALE 1" = 50'
41.58 ACRES
ANNA R. FIKE
TO MICHAEL R. FIKE, GEORGE A. FIKE
& FRANK SAMUEL FIKE
DOC. 2011-2200737
DEC. 11, 2008
O.R.H.C.
MATCHLINE STATION 137+00
D = 17°09'53"
R = 3,970.00'
L = 1,189.33'
CHB = N 17°13'37" E
CHD = 1,184.89'
STA 139+57.16
O/S 30.00' LT
SET 5/8"IR W/TXDOT
ALUMINUM CAP
PT 139+57.16
N 08°38'40" E
79.34'
STA 140+36.50
O/S 30.00' LT
SET 5/8"IR W/TXDOT
ALUMINUM CAP
PROP. R.O.W. LINE
EXISTING 30' ROW
VOL. Z, PG. 161,
D.R.H.C.
1
N 08°38'40" E
S 81°03'30" E
60.00'
140+00
PROP. R.O.W. LINE
79.08'
S 08°38'40" W
D = 17°09'53"
R = 4,030.00'
L = 1,207.30'
CHB = S 17°13'37" W
CHD = 1,202.79'
STA 139+57.16
O/S 30.00' RT
SET 5/8"IR W/TXDOT
ALUMINUM CAP
STA 140+36.24
O/S 30.00' RT
SET 5/8"IR W/TXDOT
ALUMINUM CAP
S 08°57'30" W 2,578.73'
SET 5/8"IR W/PLASTIC
"RODS SURVEYING" CAP
TRACT NO. THREE
290.97 ACRES
EDINBURG IMPROVEMENT ASSOCIATION
TO EIA PROPERTIES, LTD.
DOC. 1355500
JUNE 1, 2004
O.R.H.C.
PARCEL PLAT
SHOWING
PARCEL 1
ALAMO RD NORTH HIDALGO COUNTY
APRIL, 2014
RCSJ: 0921-02-330
SCALE: 1" = 50'

DENNIS E. HENDRIX
Attorney at Law

February 6, 2017

L & G Engineering
900 S. Stewart Rd., Suite 9
Mission, Texas 78572

sent by e-mail to fherrera@lgengineers.com
and by USMail

Attn: Fernando Herrera, Jr.

In Re: ROW CSJ:0921-02-330; Parcel 1; From FM 1925 North

Gentlemen:

This letter is the result of our meeting on December 19, 2016 at the site and our meeting on February 6, 2017. I will try to outline our counter-offer with respect to the proposed extension of Alamo Road.

1. I will refer to the "high point" as being a line (running east to west) between the South portion of the property, being the highest in elevation, and the North portion of the property, which is several feet lower in elevation. It is my understanding from the engineer that the proposed road, on the southern portion of the property (i.e., between FM 1925 and the "high point line") will be at an elevation higher than the "high point". *In other words, the roadway will, on the south end, be at the same elevation of FM 1925 and will rise in elevation to a point higher than the "high point" on our property, and then will continue north dropping in elevation (following the contour of the land) to the north end of the property.* **If that is true, then we agree to the elevation of the roadway with respect to the contour of the land.**
2. **We insist that the portion of the roadway not include any "bar ditches" from the "high point" running south for 50 feet.** *In other words, the most northern 50 feet of the proposed roadway, for the southern portion of our property (between FM 1925 and the "high point line"), should not include any bar ditches.*
3. It is also my understanding that you will not begin construction until after **August 1, 2017**, which will allow us to harvest our current crop of corn.
4. One of the items not covered by the appraisal was that this is crop land and, as a natural result of farming, the farmer needs a turn row at the end of each row and such was not considered in the appraisal. Since the proposed roadway is splitting our property in two, we are forced to give up not only the acreage for the proposed roadway, but also incurring the creation of two "turn-rows" (one on

200 North 12th Avenue, Suite 202, Edinburg, Texas 78541
Tel. (956) 381-8495 • Fax (956) 381-4435 • *dehendrixatty@aol.com*

each side of the proposed roadway) which makes our usable acreage even less. Since each "turn-row" is, at least, 20 foot wide, then the additional unusable acreage, would be 2.373 acres which should be compensated at the rate of $15,500 per acre for the West side and $15,000 per acre for the East side. The West side is 2583.34 feet in length times 20 feet wide resulting in a "loss" of 1.186 acres or $18,383.00 and the East side is 2,586.33 feet in length times 20 feet wide resulting in a "loss" of 1.187 acres or $17,805.00. Therefore, an additional $36,188.00 should be given for additional damages to the remainder. **This would mean that we are willing to accept $254,870.00 for the property, being $53,370.00 for the property to be purchased and $201,500.00 as damages to the remaining property.**

5. It is my understanding that you will obtain a letter from County Commissioner Joseph Palacios that he is not going to continue and maintain the roadway on the West end of the property. Since this road is on out property and is **NOT DEDICATED**, we ask that the commissioner **NOT** remove the caliche on the roadway. Since we will be using it as a turn-row, it will suit our purposes by leaving the caliche. We will be installing gates on both the North and South ends of the abandoned roadway after the abandonment to prevent access to our property.
6. We ask that the County Commissioner take such steps as are necessary to abandon the dedication of the un-opened, dedicated, 30 foot wide street between Lots "P" and "Q", that appears of record on the map of Santa Cruz Ranch subdivision as appears of record in Volume "Z" page 161, of the Deed Records of Hidalgo County, Texas. Because of the existence of the "new" Alamo Road this street serves no purpose and should be abandoned.

I will also point out that the title policy commitment is in error in that (1) it does not include the interest of Anne Fike and (2) the field notes do not "close".

If you have any questions about the above, please give me a call. I await your reply.

Yours very truly,

Dennis E. Hendrix

We have reached an agreement with the County for the property to be taken in order to facilitate the extension of Alamo Road across our property to the East. We have agreed that they will not commence construction until after August 1, 2017, but anticipate that construction will be completed by January 1, 2018. This abandonment can take effect at any time.

Now, if there is something else that you need in order for you to proceed in getting this roadway abandoned, please let me know. If something is not clear, let me know.

Dennis E. Hendrix
Law Office of Dennis E. Hendrix
200 N. 12th St., Ste. 202
Edinburg, Texas 78541
(956) 381-8495
(956) 381-4435 Fax

Fernando Herrera

From: Fernando Herrera
Sent: Tuesday, January 24, 2017 2:00 PM
To: 'Dennis E. Hendrix'
Cc: Robert Macheska; Luana Gonzalez
Subject: FM 1925 Parcel 1, Alamo Road Project

Hello Mr. Hendrix concerning the Fike counteroffer dated 12/20/16, I have the following response from the County:

1. We agree to the elevation of the road with respect to the contour of the land.
2. Roadway will not include any bar ditches from the high point running south for 50'.
3. Construction will not begin till after August 1, 2017.
4. **The counteroffer of $254,870.00 is acceptable to the County.**
5. The issue concerning the current Alamo Rd., and it's possible closing, must be handled as a **separate** issue from this negotiation.

If the preceding is acceptable I will forward a formal letter from L & G to that effect. Please call me if you need more info, thanks.

Fernando "Fred" Herrera Jr.
Right of Way Administrator
L & G Engineering
Transportation Consulting Engineers

(956) 585-1909
(866) 585-1909

fherrera@lgengineers.com
www.LGEngineers.com

SANTA CRUZ GARDENS
JUST ABANDON Rd. IT IS CURRENTLY FARM LAND. THE CALICHE

NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by 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.

From: Dennis E. Hendrix [mailto:dehendrixatty@aol.com]
Sent: Wednesday, January 04, 2017 12:01 PM
To: Fernando Herrera
Subject: [QUAR] Alamo Road Project
Importance: Low

Fred, here is the latest counter-proposal.

I have decreased the size of the "turn-row" to 20 feet instead of the 25 feet as originally proposed. The rational is simple - since the size of the tractors being used are, at least, 20 feet in length, we need at least length in order to turn them around.

I trust this is satisfactory!

Texas Department of Transportation
Form ROW-A-10
(Rev. 09/16)

TABULATION OF VALUES

Parcel: **1 Update** Highway: **Alamo Road North** ROW CSJ: **0921-02-330**

Taking Type: Partial

District: Pharr

Size of Remainder: 36.799 Acres

County: Hidalgo

Type of Property: Vacant/Agricultural/Residential

Federal Project: N/A

Contract Fencing: N/A

Appraised by: John H. Malcom, Jr.

Date Appraised: 10-18-16

Access will be ☒ provided or ☐ denied to the new facility. If access will be partially provided or denied, explain in comments.

Agency	Participating Percentage	Expense Description
Hidalgo County	1.100	ROW Acquisition Expenses

Interest Owner	Acquisition Interest	Land Area	Value	Lease (Y/N)
Anna R. Fike, et al	Fee Simple	3.558 Acres	$53,370.00	No

I. Appraised Values

Land Value	Improvement Value	Sign Value	Damages/Enhancements	Total Value
$53,370.00	$0.00	$0.00	$165,312.00	$218,682.00

II. Improvements

Item No.	Improvement Type	Type Construction	Improvement Value	Retention Value	Bisection Category

Item No.	Improvement Type	Type Construction	Improvement Value	Retention Value	Bisection Category
		Total	$0.00		

TABULATION OF VALUES (continued)

Parcel: 1 Update Highway: Alamo Road North ROW CSJ: 0921-02-330

III. Damages and Enhancements

Total Non-Exempt Damages	Enhancements	Exempt Damages	Net Damages
$0.00	$12,851.00	$165,312.00	$165,312.00

IV. Sign Values

Item No.	Sign Owner	Type Construction	Improvement Value	Retention Value	Bisect. Cat.
N/A	N/A	N/A	N/A	N/A	N/A
		Total	$0.00	$0.00	

V. Recapitulation

Date:	10-18-16 Updated Report	9-20-14 Original Report		Recommended Value
Appraiser's Name:	John H. Malcom, Jr.	John H. Malcom, Jr.		
Value of Whole Property	$605,355.00	$585,177.00		$605,355.00
Parcel Area: 3.558 Acres				
VALUE FOR PARCEL				
Land: per ac. $15,000	$53,370.00	$51,591.00		$53,370.00
Easement	$0.00	$0.00		$0.00
Improvements	$0.00	$0.00		$0.00
Net Damages or (Enhancements)	$165,312.00	$136,899.00		$165,312.00
OAS Value(s)	$0.00	$0.00		$0.00
TOTAL COMPENSATION	$218,682.00	$188,490.00		$218,682.00

Calculations for Net Damages or (Enhancements) considers Direct Access Denial damages.

TABULATION OF VALUES (continued)

Parcel: **1 Update** Highway: **Alamo Road North** ROW CSJ: **0921-02-330**

VI. Comments and Conclusions on Values in the Appraisal Report

Appraiser: John H. Malcom, Jr.
Effective Date of Updated Report: October 18, 2016
Updated Report Dated: November 2, 2016
Review Appraiser: Harvey L. Heerssen, TX. State Certified General Appraiser
Effective Date of Updated Review: November 2, 2016
TxDOT Review Appraiser: Pedro Escobar
Report Received at TxDOT:

Parcel 1 has been updated to reflect current market value. The original appraisal report had an effective date of 9-20-14 and has been updated to include more current comparable sales to support the current market value. Five (5) new sales are utilized in this update to indicate the value of the part taken to be $15,000 per acre. Also, a more complete analysis of the left and right remainders is accomplished in this update. The right remainder of 25.702 acres now reflects a slight enhancement. The updated cost to cure of the new irrigation line installation that will serve the right remainder now reflects $165,312.00 to indicate a total updated compensation of $218,682.00

Parcel 1 is a partial taking of 3.558 (155,000 s.f) of land of land situated in the San Salvadore Del Tule (Juan Jose Balli) Grant, Hidalgo County, Texas, and being part of and out of Lot Q, Block 2, SANTA CRUZ RANCH, according to the map or plat thereof, recorded in Volume "Z", Page 161, Deed Records of Hidalgo County, Texas, also being part of and out of that certain 41.58 acres, referred to as Parcel 3 described in deed from Anna R. Fike to Michael R. Fike, et al dated December 11, 2008, as recorded under Document No. 2011-2200737,Official Records of Hidalgo County, Texas.

The whole property is located along the north line of FM 1925 at the intersection of FM 907 (Alamo Road) Hidalgo County, Texas. The subject whole property is vacant land currently being utilized for agricultural purposes and single family residential purposes. The highest and best use of the subject is for future mixed residential or commercial use. The improvements located on the whole tract consisting of a single family residence and related site improvements were included in the previous appraisal report by Mr. Malcom of parcel 6 with effective date of 9-20-14, FM 1925, RCSJ 1803-02-033.

The appraiser, John H. Malcom, Jr. has found five (5) more recent sales in this update similar to the subject in location and highest and best use to value the whole property at $15,000 per acre. The part taken is properly valued as a pro-rata part of the whole property unit value.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session. The result of the findings is that there is no denial of direct access nor material impairment of direct access on or off the remaining property that affects the market value of the remaining property. Therefore, there are no access damages to the remainder property.

The updated report prepared by the appraiser John H. Malcom, Jr. is an Appraisal Report presented on TxDOT form ROW-A-5 and appears to comply with USPAP and the Texas Department of Transportation's Appraisal and Review Manual. The appraisers' updated opinion and conclusions appear to be well supported by information contained within this updated appraisal report. It is recommended that the total updated value of $218,682.00 be approved for continued negotiations and acquisition.

VII. Justification and Explanation for Credit if Retained.

Retentions are not applicable as subject parcel is vacant land.

TABULATION OF VALUES (continued)

Parcel: 1 Update Highway: Alamo Road North ROW CSJ: 0921-02-330

VIII. Conditions

Values for signs, if any, are applicable only if sign owner has compensable interest.
Fencing is applicable only to actual cost or lump sum fencing on 90-10 Right of Way projects and State cost participation in fences to be in accordance with State's Right of Way Manual.
The values indicated hereon have been approved on the basis that all improvements within the taking will be acquired in the name of the State through negotiation.

IX. Reviewing Appraisers' Statements

Reviewing Appraiser's Statement

It is my opinion that the appraiser's report for this parcel appears adequately supported and in compliance with all appropriate appraisal standards, laws, and regulations, and I recommend this appraisal for use by the appropriate Agency Official and his/her assigns. I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of the parcel. To the best of my knowledge, the value does not include any items that are not compensable under State law.

Reviewing Appraiser — Date

Contract Reviewing Appraiser (if applicable) — Date: 11-2-16

Division Reviewing Appraiser (if applicable) — Date

X. Approval of Values

County/City Representative — Date

ROW Staff Representative — Date: 11/3/16

APPRAISAL REVIEW SUBMISSION
FOR

Parcel No. 1 Update
RCSJ: 0921-02-330
Hwy: Alamo Road North
County: Hidalgo

CONSISTING OF:

- *Form ROW-A-10-Separate*
- *Appraisal Review Form-USPAP*
- *Assumptions and Limiting Conditions-USPAP*
- *Certification-USPAP*
- *Evaluation Form ROW-A-19A-Separate*

PREPARED BY:

Harvey L. Heerssen
Tx. State Certified General Appraiser
No. TX-1327190-G

11-2-16
Effective Date of Review

11-2-16
Date of Review Report

L&G Engineering
Transportation Consultants

12/6/16

Pharr District
Hidalgo County
Alamo Rd. North : FM 1925 to: north
RCSJ: 0921-02-330
Parcel No. 1

RE: Purchase of 3.558 of an acre (155,000 sq. ft.) of land, more or less, situated in the San Salvadore Del Tule (Juan Jose Balli) Grant, Hidalgo County, Texas and also being part or portion of Lot "Q", Blk 2 Santa Cruz Ranch.

Michael R. Fike, George A. Fike, Frank Samuel Fike
1601 N. Sharp Road
Edinburg, TX 78542

Dear Sirs:

Enclosed for your review and further processing are the following:

- Initial Offer Letter
- Metes and Bounds and Plat (proposed right of way to be acquired highlighted in yellow, located within appraisal report)
- Appraisal Report prepared by: John H. Malcom, Jr. dated 11-2-2016
- Acknowledgement of Receipt of Appraisal Report
- Land Owner Bill of Rights w/Supplement
- Title Commitment
- Sample Deed
- Brochures ("State Purchase of Right of Way")

Please return signed Acknowledgement of Receipt to our office at L&G Engineering, 900 S. Stewart Road, Suite 10, Mission, Texas 78572.

If you have any questions, please contact me at (956) 585-1909.

Sincerely,

Fernando Herrera Jr.
Right of Way Administrator

Enclosures

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

L&G Engineering
Transportation Consultants

Date: 12/6/16

County: Hidalgo
Federal Project No.: N/A
Highway: Alamo Road North

ROW CSJ:0921-02-330
Parcel: 1
From: FM 1925
To: north

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. 7014 1200 0000 2004 5773 1

Michael R. Fike, George A. Fike, Frank Samuel Fikel
1601 N. Sharp Road
Edinburg, TX 78542

Dear Sirs,

In acquiring property for the highway system of Texas, the County of Hidalgo follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the County's consultant, Fernando Herrera, Jr., a portion of your property located on FM 1925, as described in the enclosed property description, is to be acquired for the construction or improvement of the above-referenced highway project.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the County is authorized to offer you **$218,682.00** for your property, which includes **$53,370.00** for the property to be purchased and **$165,312.00** for damages to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the County. In accordance with State law, it is the policy of the Department/County to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Department/County.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the County permit owners who convey voluntarily to the Department/County to thereafter retain the improvement(s), if they wish to do so. The retention values shown below are the estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the right of way, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the Department/County to acquire the real property by eminent domain.

	Improvement	Amount to be Subtracted if Retained
A.	None	$0.00
B.		$
C.		$
D.		$

If you wish to accept the offer based upon this appraisal, please contact Fernando Herrera, Jr. as soon as possible, at **(956) 585-1909**, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within

NIOLPT

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

30 days from the date of this letter.*Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the County within the 30 day time deadline.*

In the event the condition of the property changes for any reason, the County shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the County. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the County failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the County's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the State's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled *"Relocation Assistance"* which will inform you of eligibility requirements, payments and services which are available.

You have the right to discuss with others any offer or agreement regarding the County's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code(the Public Records Act) as it may apply to the Department.

Attached is a copy of the Texas Department of Transportation brochure entitled *"Right of Way Purchase"* which we trust will give you a better understanding of the procedures followed by the County in purchasing property.We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the County's offer or proposed purchase transaction. Also, please do not hesitate to contact me at the telephone number provided above regarding any question you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclose copies of all appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the County, including the appraisal on which this offer is based.

Sincerely,

Right of Way Manager or other signatory
Fernando Herrera Jr.

ENCLOSURES:
Appraisal Report(s)
Landowner Bill of Rights
Brochure ("Right of Way Purchase")

Form ROW-A-5
(Rev. 08/11)

REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: FM 1925 at FM 907
Property Owner: Anna R. Fike, et al
Address of Property Owner: 1601 N. Sharp Road, Edinburg, Texas 78542
Occupant's Name: N/A, improvements not included
Whole: ☐ Partial: ☒ Acquisition

ROW CSJ: 0921-02-330
District: Pharr District
Parcel: 1
Federal Project No: --
Highway: Alamo Road County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and /or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is $218,682 as of, October 18, 2016 based upon my independent appraisal and the exercise of my professional judgment;

That on October 18, 2016 (date)(s), I personally inspected in the field the property herein appraised; that I afforded, Anna R. Fike, et al the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection. I contacted Mrs. Fike and other family members by certified mail. I contacted Ms. Fike by phone and met her at the property September 20, 2014 and I met with Ms. Fike and other family members 10/18/2016.

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on or before October 17, 2016 (date)(s);

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Texas Department of Transportation or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified to such findings;

That my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access on this parcel? no (yes or no)
2. If so, is the denial of direct access material? not applicable (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of. $0

I certify to the best of my knowledge and belief:

That the statements of fact contained in this report are true and correct;

That the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions;

That I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;

That my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration within the reasonable control of the owner, has been disregarded in estimating the compensation for the property.

Appraiser Signature
John H. Malcom, Jr., MAI, AI-GRS, CCIM, SR/WA
Certification Number 1320239-G
November 2, 2016
Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.

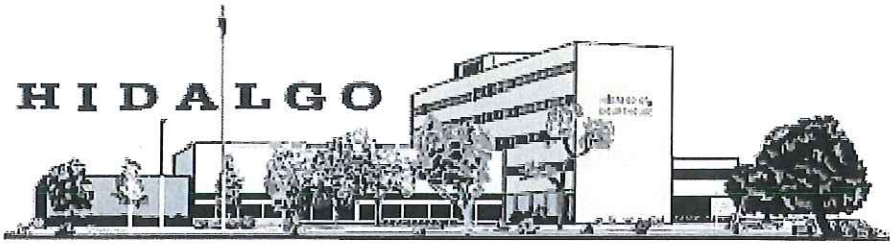
Contract Reviewing Appraiser (if applicable)

11-2-16
Reviewing Appraiser Date

* A 5 *

COUNTY of HIDALGO

Joseph Palacios
COMMISSIONER PCT 4
1051 N. Doolittle
Edinburg TX 78542



COUNTY COMMISSIONER, PCT. NO. 4

May 26, 2017

Mr. Ray Eufracio, CPA
Hidalgo County Auditor
Attn: Linda Fong, CPA
2808 S. Business Hwy 281
Edinburg, Texas 78539

RE: North Alamo Rd – Parcel #1 Payment
RCSJ: 0921-02-330

Dear Ms. Fong:

Hidalgo County Precinct #4, in coordination with the Texas Department of Transportation (TxDOT), has been negotiating the purchase of this parcel for the above referenced project. It is my understanding that you are requesting concurrence that the counter offer received from the property owner has been approved by my office and that payment can be processed. Please accept this letter as concurrence that the counter offer in the amount of $254,870 has been approved by Hidalgo County Precinct #4 and we request you proceed with releasing payment to the property owner.

As provided for in the Advance Funding Agreement (AFA) executed with TxDOT, there are $200,000 allocated for the ROW on this project, with $160,000 (80%) being reimbursable. Since this project is "off-system", any payments made above the $200,000 will be borne by the County and not reimbursed. Therefore, the $54,870 above will be paid for by the County and not reimbursed (as was detailed in the parcel package submittal).

Thank you and should you have any questions, or require further information, feel free to contact me at (956) 383-3112.

Sincerely,

Joseph Palacios
Hidalgo County Commissioner, Pct. #4

CC: Lupita Garza, Hidalgo County Auditor's Office
Pepe Caso, Hidalgo County Pct. #4
Fred Herrera, L&G Engineering ROW

AI-60099 **Precinct #4** **19. C.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Joseph Palacios, COMM. PCT. #4

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Requesting approval to process payment of claims to Mobile Mini totaling $ 4,246.68 with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor.

BACKGROUND

Mobile Mini

Invoice Date Invoice No.Description Amount
12/29/16 900151436612/29/16 - 01/25/17 $160.25
12/29/16 900151436512/29/16 - 01/25/17 $160.25
12/30/16 900152166412/30/16 - 01/26/17 $160.25
01/02/17 900153646601/02/17 - 01/29/17 $91.67
01/09/17 900157116701/09/17 - 02/05/17 $160.25
01/09/17 900157116601/09/17 - 02/05/17 $160.25
01/26/17 900166225901/26/17 - 02/22/17 $160.25
01/26/17 900166225801/26/17 - 02/22/17 $160.25
01/27/17 900166953901/27/17 - 02/23/17 $160.25
01/30/17 900167731001/30/17 - 02/26/17 $91.67
02/06/17 900171913702/06/17 - 03/05/17 $160.25
02/06/17 900171913602/06/17 - 03/05/17 $160.25
02/23/17 900180629102/23/17 - 03/22/17 $160.25
02/23/17 900180629002/23/17 - 03/22/17 $160.25
02/24/17 900181315902/24/17 - 03/23/17 $160.25
02/27/17 900182072302/27/17 - 03/26/17 $91.67
03/06/17 900186198603/06/17 - 04/02/17 $160.25
03/06/17 900186198703/06/17 - 04/02/17 $160.25
03/23/17 900194791703/23/17 - 04/19/17 $160.25
03/23/17 900194791603/23/17 - 04/19/17 $160.25
03/24/17 900195500803/24/17 - 04/20/17 $160.25
03/27/17 900196244203/27/17 - 04/23/17 $91.67
04/03/17 900200343604/03/17 - 04/30/17 $160.25
04/03/17 900200343504/03/17 - 04/30/17 $160.25
04/13/17 9002055834Sweep Out Unit $15.00

04/14/17 9002061702Cut Off Lock/Sweep Out $70.00
04/14/17 9002061704Caved In Bottom Frame On One End/ Cut Off Lock/Sweep Out Unit/Replace Bottom Door Frame Other End/Repair Bottom of One Door $470.00
04/14/17 9002061705Cut Off Lock/Fix Bottom Door Frame One Side Cave $100.00
04/14/17 9002061703Sweep Out Unit $20.00

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-124-007-0-442

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

BUDGETARY IMPACT:

Funds available as of 06/02/17

Attachments

Mobile Mini Invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/02/2017 01:29 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Veronica Lopez		Started On: 06/02/2017 08:08 AM
Final Approval Date: 06/09/2017		

INVOICE

mobile mini
Secure Portable Storage and Specialty Containment
4646 East Van Buren Street
Suite 400
Phoenix, AZ 85008
Phone: (800) 456-1751
Email: billingres@mobilemini.com
Website: www.mobilemini.com

Hidalgo County Pct#4
JAN 09 2017
Edinburg, Texas 78542

HIDALGO COUNTY PRECINDT # 4
1051 N DOOLITTLE RD
EDINBURG TX 78542

Amount Due:	$160.25
Invoice Number:	**9001514366**
Invoice Date:	**December 29, 2016**
Payment Due Date:	**January 28, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HIDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115039
PO Number:	736321
Rental Period:	12/29/16 TO 1/25/17

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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	25'X 10' PREMIUM DOORS ON BOTH ENDS SN: CX25MZJ0385 118504	$135.00 Rental	$135.00
1.00	Loss Limitation Waiver	$19.58 Rental	$19.58
1.00	Personal Property Expenses	$5.67 Rental	$5.67
	Total Rentals		$160.25
	Total Current Invoice		$160.25
	Balance Due		**$160.25**

Late charges and finance charges may apply if we do not receive your payment by January 28, 2017.

Detach and return stub with remittance.

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Phoenix, AZ 85008

Phone: (800) 456-1751
Email: billingres@mobilemini.com
Website: www.mobilemini.com

Total Invoice:	$160.25
Invoice Number:	**9001514366**
Payment Due Date:	**January 28, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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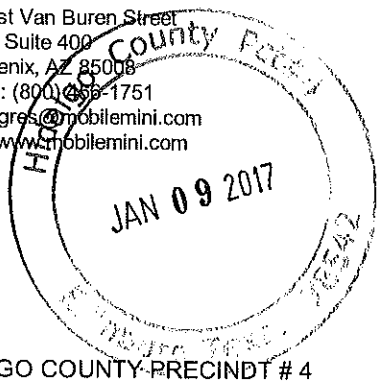
Website: www.mobilemini.com



INVOICE

Amount Due:	$160.25
Invoice Number:	**9001514365**
Invoice Date:	**December 29, 2016**
Payment Due Date:	**January 28, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HIDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115033
PO Number:	736321
Rental Period:	12/29/16 TO 1/25/17

529961-03-3300

HIDALGO COUNTY PRECINDT # 4
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Qty	Item Number / Container	Price/Rate	Amount
1.00	25'X 10' PREMIUM DOORS ON BOTH ENDS SN: CX25TZJ0166 255522	$135.00 Rental	$135.00
1.00	Loss Limitation Waiver	$19.58 Rental	$19.58
1.00	Personal Property Expenses	$5.67 Rental	$5.67
	Total Rentals		$160.25
	Total Current Invoice		$160.25
		Balance Due	**$160.25**

Late charges and finance charges may apply if we do not receive your payment by January 28, 2017.

---

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Total Invoice:	$160.25
Invoice Number:	**9001514365**
Payment Due Date:	**January 28, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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HILDALGO COUNTY PRECINDT # 4
1051 N DOOLITTLE RD
EDINBURG TX 78542

Amount Due:	$160.25
Invoice Number:	**9001521664**
Invoice Date:	**December 30, 2016**
Payment Due Date:	**January 29, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HILDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115036
PO Number:	736321
Rental Period:	12/30/16 TO 1/26/17

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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	25'X 10' PREMIUM DOORS ON BOTH ENDS SN: CX25SZJ0052 191039	$135.00 Rental	$135.00
1.00	Loss Limitation Waiver	$19.58 Rental	$19.58
1.00	Personal Property Expenses	$5.67 Rental	$5.67
	Total Rentals		$160.25
	Total Current Invoice		$160.25
	Balance Due		**$160.25**

Late charges and finance charges may apply if we do not receive your payment by January 29, 2017.

Detach and return stub with remittance.

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Total Invoice:	$160.25
Invoice Number:	**9001521664**
Payment Due Date:	**January 29, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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INVOICE

Amount Due:	$91.67

Invoice Number:	**9001536466**
Invoice Date:	**January 2, 2017**
Payment Due Date:	**February 1, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HIDALGO COUNTY PRECINDT # 4 1102 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298136332
PO Number:	736321
Rental Period:	1/2/17 TO 1/29/17

HIDALGO COUNTY PRECINCT #4 RECEIVED JAN 11 2017 EDINBURG, TEXAS 78542

530131-02-2361

HIDALGO COUNTY PRECINDT # 4
1051 N DOOLITTLE RDS
EDINBURG TX 78542

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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	8' X 20' DELUXE DOORS SN: AS20SZI0644 203114	$77.23 Rental	$77.23
1.00	Loss Limitation Waiver	$11.20 Rental	$11.20
1.00	Personal Property Expenses	$3.24 Rental	$3.24
	Total Rentals		$91.67
	Total Current Invoice		$91.67
		Balance Due	**$91.67**

Late charges and finance charges may apply if we do not receive your payment by February 1, 2017.

Detach and return stub with remittance.

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Phoenix, AZ 85008

Phone: (800) 456-1751
Email: billingres@mobilemini.com
Website: www.mobilemini.com

Total Invoice:	$91.67

Invoice Number:	**9001536466**
Payment Due Date:	**February 1, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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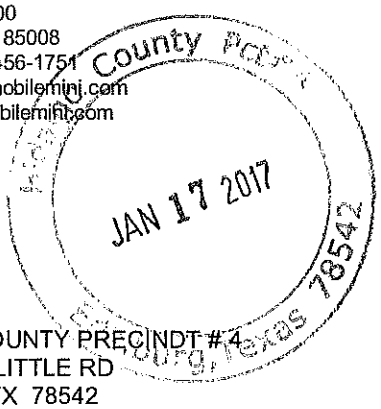

Amount Due:	$160.25
Invoice Number:	**9001571167**
Invoice Date:	**January 9, 2017**
Payment Due Date:	**February 8, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HILDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115038
PO Number:	736321
Rental Period:	1/9/17 TO 2/5/17

530841-03-2729

HIDALGO COUNTY PRECINDT # 4
1051 N DOOLITTLE RD
EDINBURG TX 78542

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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	25' X 10' PREMIUM DOORS ON BOTH END SN: CX25JNJ112 44413	$135.00 Rental	$135.00
1.00	Loss Limitation Waiver	$19.58 Rental	$19.58
1.00	Personal Property Expenses	$5.67 Rental	$5.67
	Total Rentals		$160.25
	Total Current Invoice		$160.25
	Balance Due		**$160.25**

Late charges and finance charges may apply if we do not receive your payment by February 8, 2017.

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Detach and return stub with remittance.

Total Invoice:	$160.25
Invoice Number:	**9001571167**
Payment Due Date:	**February 8, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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JAN 17 2017

HIDALGO COUNTY PRECINDT # 4
1051 N DOOLITTLE RD
EDINBURG TX 78542

Amount Due:	$160.25
Invoice Number:	**9001571166**
Invoice Date:	**January 9, 2017**
Payment Due Date:	**February 8, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HIDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115037
PO Number:	736321
Rental Period:	1/9/17 TO 2/5/17

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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	25'X 10' PREMIUM DOORS ON BOTH ENDS SN: CX25PZJ0088 165352	$135.00 Rental	$135.00
1.00	Loss Limitation Waiver	$19.58 Rental	$19.58
1.00	Personal Property Expenses	$5.67 Rental	$5.67
	Total Rentals		$160.25
	Total Current Invoice		$160.25
	Balance Due		**$160.25**

Late charges and finance charges may apply if we do not receive your payment by February 8, 2017.

Detach and return stub with remittance.

mobile mini
Secure Portable Storage and Specialty Containment
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Phoenix, AZ 85008

Phone: (800) 456-1751
Email: billingres@mobilemini.com
Website: www.mobilemini.com

Total Invoice:	$160.25
Invoice Number:	**9001571166**
Payment Due Date:	**February 8, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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Phone: (800) 456-1751
Email: billingres@mobilemini.com
Website: www.mobilemini.com

Hidalgo County
FEB 03 2017
Edinburg, Texas

INVOICE

Amount Due:	$160.25
Invoice Number:	**9001662259**
Invoice Date:	**January 26, 2017**
Payment Due Date:	**February 25, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HIDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115039
PO Number:	736321
Rental Period:	1/26/17 TO 2/22/17

532607-02-3239

HIDALGO COUNTY PRECINDT # 4
1051 N DOOLITTLE RD
EDINBURG TX 78542

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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	25'X 10' PREMIUM DOORS ON BOTH ENDS SN: CX25MZJ0385 118504	$135.00 Rental	$135.00
1.00	Loss Limitation Waiver	$19.58 Rental	$19.58
1.00	Personal Property Expenses	$5.67 Rental	$5.67
	Total Rentals		$160.25
	Total Current Invoice		$160.25
		Balance Due	**$160.25**

Late charges and finance charges may apply if we do not receive your payment by February 25, 2017.

---

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Phone: (800) 456-1751
Email: billingres@mobilemini.com
Website: www.mobilemini.com

Detach and return stub with remittance.

Total Invoice:	$160.25
Invoice Number:	**9001662259**
Payment Due Date:	**February 25, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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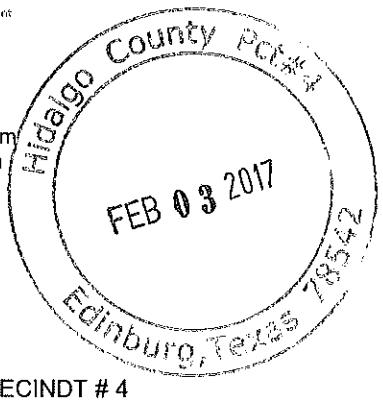
Email: billingres@mobilemini.com
Website: www.mobilemini.com



Amount Due:	$160.25
Invoice Number:	**9001662258**
Invoice Date:	**January 26, 2017**
Payment Due Date:	**February 25, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HIDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115033
PO Number:	736321
Rental Period:	1/26/17 TO 2/22/17

532607-02-3238

HIDALGO COUNTY PRECINDT # 4
1051 N DOOLITTLE RD
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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	25'X 10' PREMIUM DOORS ON BOTH ENDS SN: CX25TZJ0166 255522	$135.00 Rental	$135.00
1.00	Loss Limitation Waiver	$19.58 Rental	$19.58
1.00	Personal Property Expenses	$5.67 Rental	$5.67
	Total Rentals		$160.25
	Total Current Invoice		$160.25
	Balance Due		**$160.25**

Late charges and finance charges may apply if we do not receive your payment by February 25, 2017.

---

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Email: billingres@mobilemini.com
Website: www.mobilemini.com

Detach and return stub with remittance.

Total Invoice:	$160.25
Invoice Number:	**9001662258**
Payment Due Date:	**February 25, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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00001004642039001662258000000000000160253

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Phone: (800) 456-1751
Email: billingres@mobilemini.com
Website: www.mobilemini.com

Hidalgo County Pct #4
FEB 03 2017
Edinburg, Texas 78539

INVOICE

Amount Due:	$160.25
Invoice Number:	**9001669539**
Invoice Date:	**January 27, 2017**
Payment Due Date:	**February 26, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HILDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115036
PO Number:	736321
Rental Period:	1/27/17 TO 2/23/17

532756-04-3207

HIDALGO COUNTY PRECINDT # 4
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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	25'X 10' PREMIUM DOORS ON BOTH ENDS SN: CX25SZJ0052 191039	$135.00 Rental	$135.00
1.00	Loss Limitation Waiver	$19.58 Rental	$19.58
1.00	Personal Property Expenses	$5.67 Rental	$5.67
	Total Rentals		$160.25
	Total Current Invoice		$160.25
	Balance Due		**$160.25**

Late charges and finance charges may apply if we do not receive your payment by February 26, 2017.

---

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Website: www.mobilemini.com

Detach and return stub with remittance.

Total Invoice:	$160.25
Invoice Number:	**9001669539**
Payment Due Date:	**February 26, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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Hidalgo County, Pct. # 4
FEB 06 2017
Edinburg, Texas 78542

532907-03-3559

HIDALGO COUNTY PRECINDT # 4
1051 N DOOLITTLE RD
EDINBURG TX 78542

Amount Due:	$91.67
Invoice Number:	**9001677310**
Invoice Date:	**January 30, 2017**
Payment Due Date:	**March 1, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HIDALGO COUNTY PRECINDT # 4 1102 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298136332
PO Number:	736321
Rental Period:	1/30/17 TO 2/26/17

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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	8' X 20' DELUXE DOORS SN: AS20SZI0644 203114	$77.23 Rental	$77.23
1.00	Loss Limitation Waiver	$11.20 Rental	$11.20
1.00	Personal Property Expenses	$3.24 Rental	$3.24
	Total Rentals		$91.67
	Total Current Invoice		$91.67
	Balance Due		**$91.67**

Late charges and finance charges may apply if we do not receive your payment by March 1, 2017.

---

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Phone: (800) 456-1751
Email: billingres@mobilemini.com
Website: www.mobilemini.com

Total Invoice:	$91.67
Invoice Number:	**9001677310**
Payment Due Date:	**March 1, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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FEB 14 2017

INVOICE

Amount Due:	$160.25
Invoice Number:	**9001719137**
Invoice Date:	**February 6, 2017**
Payment Due Date:	**March 8, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HILDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115038
PO Number:	736321
Rental Period:	2/6/17 TO 3/5/17

533676-03-2732

HIDALGO COUNTY PRECINDT # 4
1051 N DOOLITTLE RD
EDINBURG TX 78542

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Please include the return stub below with remittance.

Qty	Item Number / Container		Price/Rate	Amount
1.00	25' X 10' PREMIUM DOORS ON BOTH END	SN: CX25JNJ112 44413	$135.00 Rental	$135.00
1.00	Loss Limitation Waiver		$19.58 Rental	$19.58
1.00	Personal Property Expenses		$5.67 Rental	$5.67
		Total Rentals		$160.25
		Total Current Invoice		$160.25
			Balance Due	**$160.25**

Late charges and finance charges may apply if we do not receive your payment by March 8, 2017.

Detach and return stub with remittance.

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Email: billingres@mobilemini.com
Website: www.mobilemini.com

Total Invoice:	$160.25
Invoice Number:	**9001719137**
Payment Due Date:	**March 8, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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Hidalgo County Pct #4
FEB 13 2017
Edinburg, Texas 78542

Amount Due:	$160.25
Invoice Number:	**9001719136**
Invoice Date:	**February 6, 2017**
Payment Due Date:	**March 8, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HIDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115037
PO Number:	736321
Rental Period:	2/6/17 TO 3/5/17

533676-03-2731

HIDALGO COUNTY PRECINDT # 4
1051 N DOOLITTLE RD
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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	25'X 10' PREMIUM DOORS ON BOTH ENDS SN: CX25PZJ0088 165352	$135.00 Rental	$135.00
1.00	Loss Limitation Waiver	$19.58 Rental	$19.58
1.00	Personal Property Expenses	$5.67 Rental	$5.67
	Total Rentals		$160.25
	Total Current Invoice		$160.25
		Balance Due	**$160.25**

Late charges and finance charges may apply if we do not receive your payment by March 8, 2017.

Detach and return stub with remittance.

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Website: www.mobilemini.com

Total Invoice:	$160.25
Invoice Number:	**9001719136**
Payment Due Date:	**March 8, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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Hidalgo County Pct #4
MAR 07 2017
Edinburg, Texas 78542

INVOICE

Amount Due:	$160.25
Invoice Number:	**9001806291**
Invoice Date:	**February 23, 2017**
Payment Due Date:	**March 25, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HIDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115039
PO Number:	736321
Rental Period:	2/23/17 TO 3/22/17

533394-02-3215

HIDALGO COUNTY PRECINDT # 4
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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	25'X 10' PREMIUM DOORS ON BOTH ENDS SN: CX25MZJ0385 118504	$135.00 Rental	$135.00
1.00	Loss Limitation Waiver	$19.58 Rental	$19.58
1.00	Personal Property Expenses	$5.67 Rental	$5.67
	Total Rentals		$160.25
	Total Current Invoice		$160.25
		Balance Due	**$160.25**

Late charges and finance charges may apply if we do not receive your payment by March 25, 2017.

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Detach and return stub with remittance.

Total Invoice:	$160.25
Invoice Number:	**9001806291**
Payment Due Date:	**March 25, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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Email: billingres@mobilemini.com
Website: www.mobilemini.com

Hidalgo County Pct #4
MAR 07 2017
Edinburg, Texas 78542

Amount Due:	$160.25
Invoice Number:	**9001806290**
Invoice Date:	**February 23, 2017**
Payment Due Date:	**March 25, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HIDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115033
PO Number:	736321
Rental Period:	2/23/17 TO 3/22/17

535394-02-3214

HIDALGO COUNTY PRECINDT #4
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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	25'X 10' PREMIUM DOORS ON BOTH ENDS SN: CX25TZJ0166 255522	$135.00 Rental	$135.00
1.00	Loss Limitation Waiver	$19.58 Rental	$19.58
1.00	Personal Property Expenses	$5.67 Rental	$5.67
	Total Rentals		$160.25
	Total Current Invoice		$160.25
		Balance Due	**$160.25**

Late charges and finance charges may apply if we do not receive your payment by March 25, 2017.

---

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Website: www.mobilemini.com

Detach and return stub with remittance.

Total Invoice:	$160.25
Invoice Number:	**9001806290**
Payment Due Date:	**March 25, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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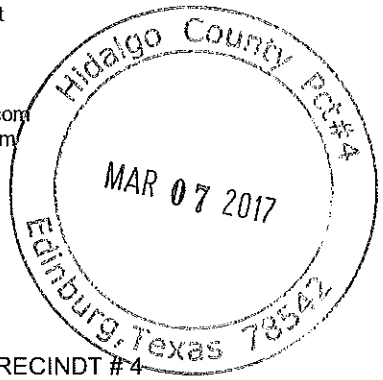

Amount Due:	$160.25
Invoice Number:	**9001813159**
Invoice Date:	**February 24, 2017**
Payment Due Date:	**March 26, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HILDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115036
PO Number:	736321
Rental Period:	2/24/17 TO 3/23/17

535526-04-3209

HIDALGO COUNTY PRECINDT # 4
1051 N DOOLITTLE RD
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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	25'X 10' PREMIUM DOORS ON BOTH ENDS SN: CX25SZJ0052 191039	$135.00 Rental	$135.00
1.00	Loss Limitation Waiver	$19.58 Rental	$19.58
1.00	Personal Property Expenses	$5.67 Rental	$5.67
	Total Rentals		$160.25
	Total Current Invoice		$160.25
		Balance Due	**$160.25**

Late charges and finance charges may apply if we do not receive your payment by March 26, 2017.

---

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Website: www.mobilemini.com

Detach and return stub with remittance.

Total Invoice:	$160.25
Invoice Number:	**9001813159**
Payment Due Date:	**March 26, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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Hidalgo County Pct#4
MAR 07 2017
Edinburg, Texas 78542

Amount Due:	$91.67
Invoice Number:	**9001820723**
Invoice Date:	**February 27, 2017**
Payment Due Date:	**March 29, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HIDALGO COUNTY PRECINDT # 4 1102 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298136332
PO Number:	736321
Rental Period:	2/27/17 TO 3/26/17

535690-03-2613

HIDALGO COUNTY PRECINDT # 4
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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	8' X 20' DELUXE DOORS SN: AS20SZI0644 203114	$77.23 Rental	$77.23
1.00	Loss Limitation Waiver	$11.20 Rental	$11.20
1.00	Personal Property Expenses	$3.24 Rental	$3.24
	Total Rentals		$91.67
	Total Current Invoice		$91.67
		Balance Due	**$91.67**

Late charges and finance charges may apply if we do not receive your payment by March 29, 2017.

Detach and return stub with remittance.

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Phone: (800) 456-1751
Email: billingres@mobilemini.com
Website: www.mobilemini.com

Total Invoice:	$91.67
Invoice Number:	**9001820723**
Payment Due Date:	**March 29, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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Hidalgo County Parks
MAR 14 2017
Edinburg, Texas 78542

536427-03-2791

HIDALGO COUNTY PRECINDT # 4
1051 N DOOLITTLE RD
EDINBURG TX 78542

Amount Due:	$160.25
Invoice Number:	**9001861986**
Invoice Date:	**March 6, 2017**
Payment Due Date:	**April 5, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HIDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115037
PO Number:	736321
Rental Period:	3/6/17 TO 4/2/17

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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	25'X 10' PREMIUM DOORS ON BOTH ENDS SN: CX25PZJ0088 165352	$135.00 Rental	$135.00
1.00	Loss Limitation Waiver	$19.58 Rental	$19.58
1.00	Personal Property Expenses	$5.67 Rental	$5.67
	Total Rentals		$160.25
	Total Current Invoice		$160.25
	Balance Due		**$160.25**

Late charges and finance charges may apply if we do not receive your payment by April 5, 2017.

Detach and return stub with remittance.

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Phoenix, AZ 85008

Phone: (800) 456-1751
Email: billingres@mobilemini.com
Website: www.mobilemini.com

Total Invoice:	$160.25
Invoice Number:	**9001861986**
Payment Due Date:	**April 5, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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Hidalgo County Pct#4
MAR 14 2017
Edinburg, Texas 78542

Amount Due:	$160.25
Invoice Number:	**9001861987**
Invoice Date:	**March 6, 2017**
Payment Due Date:	**April 5, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HILDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115038
PO Number:	736321
Rental Period:	3/6/17 TO 4/2/17

536427-03-2792

HIDALGO COUNTY PRECINDT # 4
1051 N DOOLITTLE RD
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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	25' X 10' PREMIUM DOORS ON BOTH END SN: CX25JNJ112 44413	$135.00 Rental	$135.00
1.00	Loss Limitation Waiver	$19.58 Rental	$19.58
1.00	Personal Property Expenses	$5.67 Rental	$5.67
	Total Rentals		$160.25
	Total Current Invoice		$160.25
		Balance Due	**$160.25**

Late charges and finance charges may apply if we do not receive your payment by April 5, 2017.

Detach and return stub with remittance.

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Website: www.mobilemini.com

Total Invoice:	$160.25
Invoice Number:	**9001861987**
Payment Due Date:	**April 5, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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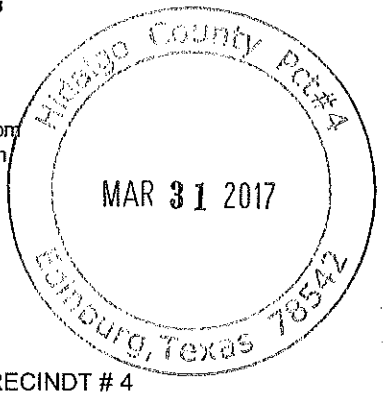

Amount Due:	$160.25
Invoice Number:	**9001947917**
Invoice Date:	**March 23, 2017**
Payment Due Date:	**April 22, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HIDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115039
PO Number:	736321
Rental Period:	3/23/17 TO 4/19/17

538212-03-3238

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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	25'X 10' PREMIUM DOORS ON BOTH ENDS SN: CX25MZJ0385 118504	$135.00 Rental	$135.00
1.00	Loss Limitation Waiver	$19.58 Rental	$19.58
1.00	Personal Property Expenses	$5.67 Rental	$5.67
	Total Rentals		$160.25
	Total Current Invoice		$160.25
		Balance Due	**$160.25**

Late charges and finance charges may apply if we do not receive your payment by April 22, 2017.

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Website: www.mobilemini.com

Total Invoice:	$160.25
Invoice Number:	**9001947917**
Payment Due Date:	**April 22, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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Hidalgo County Pct#4
MAR 31 2017
Edinburg, Texas 78542

INVOICE

Amount Due:	$160.25
Invoice Number:	**9001947916**
Invoice Date:	**March 23, 2017**
Payment Due Date:	**April 22, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HIDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115033
PO Number:	736321
Rental Period:	3/23/17 TO 4/19/17

338212-03-3237

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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	25'X 10' PREMIUM DOORS ON BOTH ENDS SN: CX25TZJ0166 255522	$135.00 Rental	$135.00
1.00	Loss Limitation Waiver	$19.58 Rental	$19.58
1.00	Personal Property Expenses	$5.67 Rental	$5.67
	Total Rentals		$160.25
	Total Current Invoice		$160.25
		Balance Due	**$160.25**

Late charges and finance charges may apply if we do not receive your payment by April 22, 2017.

Detach and return stub with remittance.

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Website: www.mobilemini.com

Total Invoice:	$160.25
Invoice Number:	**9001947916**
Payment Due Date:	**April 22, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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APR 03 2017

HIDALGO COUNTY PRECINDT # 4
1051 N DOOLITTLE RD
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Amount Due:	$160.25
Invoice Number:	**9001955008**
Invoice Date:	**March 24, 2017**
Payment Due Date:	**April 23, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HILDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115036
PO Number:	736321
Rental Period:	3/24/17 TO 4/20/17

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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	25'X 10' PREMIUM DOORS ON BOTH ENDS SN: CX25SZJ0052 191039	$135.00 Rental	$135.00
1.00	Loss Limitation Waiver	$19.58 Rental	$19.58
1.00	Personal Property Expenses	$5.67 Rental	$5.67
	Total Rentals		$160.25
	Total Current Invoice		$160.25
	Balance Due		**$160.25**

Late charges and finance charges may apply if we do not receive your payment by April 23, 2017.

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Total Invoice:	$160.25
Invoice Number:	**9001955008**
Payment Due Date:	**April 23, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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Hidalgo County Pct. #4
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Amount Due:	$91.67
Invoice Number:	**9001962442**
Invoice Date:	**March 27, 2017**
Payment Due Date:	**April 26, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HIDALGO COUNTY PRECINDT # 4 1102 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298136332
PO Number:	736321
Rental Period:	3/27/17 TO 4/23/17

538484-04-2704

HIDALGO COUNTY PRECINDT # 4
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Please include the return stub below with remittance.

Qty	Item Number / Container		Price/Rate	Amount
1.00	8' X 20' DELUXE DOORS SN: AS20SZI0644 203114		$77.23 Rental	$77.23
1.00	Loss Limitation Waiver		$11.20 Rental	$11.20
1.00	Personal Property Expenses		$3.24 Rental	$3.24
		Total Rentals		$91.67
		Total Current Invoice		$91.67
		Balance Due		**$91.67**

Late charges and finance charges may apply if we do not receive your payment by April 26, 2017.

Detach and return stub with remittance.

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Phone: (800) 456-1751
Email: billingres@mobilemini.com
Website: www.mobilemini.com

Total Invoice:	$91.67
Invoice Number:	**9001962442**
Payment Due Date:	**April 26, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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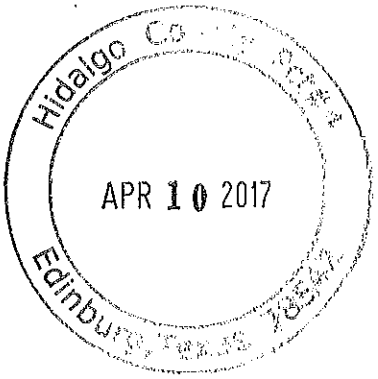

Amount Due:	$160.25
Invoice Number:	**9002003436**
Invoice Date:	**April 3, 2017**
Payment Due Date:	**May 3, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HILDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115038
PO Number:	736321
Rental Period:	4/3/17 TO 4/30/17

539217-04-2759

HIDALGO COUNTY PRECINDT # 4
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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	25' X 10' PREMIUM DOORS ON BOTH END SN: CX25JNJ112 44413	$135.00 Rental	$135.00
1.00	Loss Limitation Waiver	$19.58 Rental	$19.58
1.00	Personal Property Expenses	$5.67 Rental	$5.67
	Total Rentals		$160.25
	Total Current Invoice		$160.25
	Balance Due		**$160.25**

Late charges and finance charges may apply if we do not receive your payment by May 3, 2017.

---

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Total Invoice:	$160.25
Invoice Number:	**9002003436**
Payment Due Date:	**May 3, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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Amount Due:	$160.25
Invoice Number:	**9002003435**
Invoice Date:	**April 3, 2017**
Payment Due Date:	**May 3, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HIDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115037
PO Number:	736321
Rental Period:	4/3/17 TO 4/30/17

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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	25'X 10' PREMIUM DOORS ON BOTH ENDS SN: CX25PZJ0088 165352	$135.00 Rental	$135.00
1.00	Loss Limitation Waiver	$19.58 Rental	$19.58
1.00	Personal Property Expenses	$5.67 Rental	$5.67
	Total Rentals		$160.25
	Total Current Invoice		$160.25
		Balance Due	**$160.25**

Late charges and finance charges may apply if we do not receive your payment by May 3, 2017.

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Total Invoice:	$160.25
Invoice Number:	**9002003435**
Payment Due Date:	**May 3, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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Hidalgo County Pct#4
APR 24 2017
Edinburg, Texas 78542

Amount Due:	$15.00
Invoice Number:	**9002055834**
Invoice Date:	**April 13, 2017**
Payment Due Date:	**May 13, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HIDALGO COUNTY PRECINDT # 4 1102 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298136332
PO Number:	736321
Rental Period:	TO

540365-03-2846

HIDALGO COUNTY PRECINDT # 4
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Please include the return stub below with remittance.

Qty	Item Number / Container		Price/Rate	Amount
1.00	SWEEP OUT UNIT SN: AS20SZI0644		$15.00 Misc	$15.00
		Total Misc. Charges		$15.00
		Total Current Invoice		$15.00
			Balance Due	**$15.00**

Late charges and finance charges may apply if we do not receive your payment by May 13, 2017.

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Website: www.mobilemini.com

Detach and return stub with remittance.

Total Invoice:	$15.00
Invoice Number:	**9002055834**
Payment Due Date:	**May 13, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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Hidalgo County Precinct 4 Edinburg, Texas 78542 APR 24 2017

Amount Due:	$70.00
Invoice Number:	**9002061702**
Invoice Date:	**April 14, 2017**
Payment Due Date:	**May 14, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HIDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115033
PO Number:	736321
Rental Period:	TO

540377-03-3642

HIDALGO COUNTY PRECINDT # 4
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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	CUT OFF LOCK SN: CX25TZJ0166	$50.00 Misc	$50.00
1.00	SWEEP OUT UNIT	$20.00 Misc	$20.00
	Total Misc. Charges		$70.00
	Total Current Invoice		$70.00
		Balance Due	**$70.00**

Late charges and finance charges may apply if we do not receive your payment by May 14, 2017.

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Website: www.mobilemini.com

Total Invoice:	$70.00
Invoice Number:	**9002061702**
Payment Due Date:	**May 14, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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INVOICE

Hidalgo County Pct#4
APR 24 2017
Edinburg, Texas 78542

Amount Due:	$470.00
Invoice Number:	**9002061704**
Invoice Date:	**April 14, 2017**
Payment Due Date:	**May 14, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HILDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115036
PO Number:	736321
Rental Period:	TO

540377-03-2644

HIDALGO COUNTY PRECINDT # 4
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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	CAVED IN BOTTOM FRAME ON ONE END SN: CX25SZJ0052	$50.00 Misc	$50.00
1.00	CUT OFF LOCK	$50.00 Misc	$50.00
1.00	SWEEP OUT UNIT	$20.00 Misc	$20.00
1.00	REPLACE BOTTOM DOOR FRAME OTHER END	$200.00 Misc	$200.00
1.00	REPAIR BOTTOM OF ONE DOOR	$150.00 Misc	$150.00
	Total Misc. Charges		$470.00
	Total Current Invoice		$470.00
		Balance Due	**$470.00**

Late charges and finance charges may apply if we do not receive your payment by May 14, 2017.

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Detach and return stub with remittance.

Total Invoice:	$470.00
Invoice Number:	**9002061704**
Payment Due Date:	**May 14, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

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Email: billingres@mobilemini.com
Website: www.mobilemini.com

INVOICE

Edinburg Texas 78542 Hidalgo County PCT#4 APR 24 2017

Amount Due:	$100.00
Invoice Number:	**9002061705**
Invoice Date:	**April 14, 2017**
Payment Due Date:	**May 14, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HIDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115037
PO Number:	736321
Rental Period:	TO

540377-03-2645

HIDALGO COUNTY PRECINDT # 4
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Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	CUT OFF LOCK SN: CX25PZJ0088	$50.00 Misc	$50.00
1.00	FIX BOTTOM DOOR FRAME ONE SIDE CAVE	$50.00 Misc	$50.00
	Total Misc. Charges		$100.00
	Total Current Invoice		$100.00
		Balance Due	**$100.00**

Late charges and finance charges may apply if we do not receive your payment by May 14, 2017.

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Phone: (800) 456-1751
Email: billingres@mobilemini.com
Website: www.mobilemini.com

Detach and return stub with remittance.

Total Invoice:	$100.00
Invoice Number:	**9002061705**
Payment Due Date:	**May 14, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

GO GREEN!

eInvoices and AutoPay

Avoid late fees and save time by enrolling in autopay and eInvoices at www.mobilemini.com/customercare

Remit payment to:
Mobile Mini
PO BOX 7144
PASADENA CA 91109-7144

0000100464203900206170500000000000100003

INVOICE

mobile mini
Secure Portable Storage and Specialty Containment
4646 East Van Buren Street
Suite 400
Phoenix, AZ 85008
Phone: (800) 456-1751
Email: billingres@mobilemini.com
Website: www.mobilemini.com

Amount Due:	$20.00
Invoice Number:	**9002061703**
Invoice Date:	**April 14, 2017**
Payment Due Date:	**May 14, 2017**
Account Number:	10046420
Bill To ID	10046420
Job Location:	HIDALGO COUNTY PRECINDT #4 1051 N DOOLITTLE RD EDINBURG TX 78542
Contract Number:	CM298115039
PO Number:	736321
Rental Period:	TO

540377-03-2643

HIDALGO COUNTY PRECINDT # 4
1051 N DOOLITTLE RD
EDINBURG TX 78542

Edinburg, Texas 78542 Hidalgo County Pct#4 APR 24 2017

Thank you for letting us serve you!
Sign up for autopay, make payments, view invoices, change your address, or request a pickup by visiting us at **www.mobilemini.com/customercare**. You can also email **billingres@mobilemini.com** or call **(800) 456-1751** - press 3 to reach our professional billing customer care team.

Please include the return stub below with remittance.

Qty	Item Number / Container	Price/Rate	Amount
1.00	SWEEP OUT UNIT SN: CX25MZJ0385	$20.00 Misc	$20.00
	Total Misc. Charges		$20.00
	Total Current Invoice		$20.00
		Balance Due	**$20.00**

Late charges and finance charges may apply if we do not receive your payment by May 14, 2017.

Detach and return stub with remittance.

mobile mini
Secure Portable Storage and Specialty Containment
4646 East Van Buren Street
Suite 400
Phoenix, AZ 85008

Phone: (800) 456-1751
Email: billingres@mobilemini.com
Website: www.mobilemini.com

Total Invoice:	$20.00
Invoice Number:	**9002061703**
Payment Due Date:	**May 14, 2017**
Customer:	**HIDALGO COUNTY PRECINDT # 4**

GO GREEN!
eInvoices and AutoPay

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Remit payment to:
Mobile Mini
PO BOX 7144
PASADENA CA 91109-7144

00001004642039002061703000000000000020004

AI-60177 **Budget and Management** **20. A.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion consideration and approval of resolution authorizing publication of the County's Notice of Intent to Issue with respect to the Hidalgo County, Texas Certificates of Obligation, Series 2017

BACKGROUND

Fiscal Impact

Attachments

Resolution
plan

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/07/2017 02:33 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Veronica Ortiz		Started On: 06/07/2017 01:26 PM
Final Approval Date: 06/09/2017		

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

RESOLUTION

A RESOLUTION AUTHORIZING PUBLICATION OF THE COUNTY'S NOTICE OF INTENT TO ISSUE CERTIFICATES OF OBLIGATION IN AN AMOUNT NOT TO EXCEED $33,000,000 AS AUTHORIZED UNDER STATE LAW FOR PURPOSES OF PAYING CONTRACTUAL OBLIGATIONS OF THE COUNTY TO BE INCURRED FOR CERTAIN PROJECTS AND TO PAY FOR THE COST OF ISSUANCE OF THE CERTIFICATES OF OBLIGATIONS AND MAKING OTHER PROVISIONS REGARDING MATTERS INCIDENT THERETO

WHEREAS, the County of Hidalgo, Texas (the "Issuer") is authorized to issue Certificates of Obligation for the purpose of paying contractual obligations for certain capital improvements and to pay the cost of issuance of such Certificates of Obligation; and

WHEREAS, as security for those debt obligations, the Issuer can offer a pledge of its ad valorem taxes within limits as authorized by state law and a pledge of its Net Revenues from the operation of the County's parks (not to exceed $1,000);

NOW THEREFORE BE IT RESOLVED:

1.00. The Notice of Intent to Issue Certificates of Obligation which is attached hereto as Exhibit "A" is approved by the Issuer's Commissioners Court for purposes of complying with the notice and publication requirements of state law.

2.00. The County Judge is ordered to publish the approved notice in any publication which satisfies the requirements of the Texas Government Code §2051.044, as long as the first notice is published no less than 30 days prior to the date of the meeting at which the ordinance authorizing the sale of the obligations is proposed to be approved.

DRAFT

PASSED AND APPROVED ON _____.

COUNTY OF HIDALGO, TEXAS

_____
COUNTY JUDGE

ATTEST:

_____
COUNTY CLERK

(SEAL)

DRAFT

EXHIBIT A

NOTICE OF INTENT TO ISSUE

COUNTY OF HIDALGO, TEXAS
CERTIFICATES OF OBLIGATION, SERIES 2017

TAKE NOTICE that the Commissioners Court (the *Commissioners Court*) of the County of Hidalgo, Texas (the *County*), shall tentatively convene at 9 a.m. on the 25th day of July, 2017, at its regular meeting place in the Commissioners Court meeting room at 100 East Cano, First Floor, Edinburg, Texas and during such meeting, the Commissioners Court will consider the passage of an ordinance authorizing the issuance of certificates of obligation in an amount not to exceed $33,000,000 for the following purposes: 1. the acquisition of land and rights of way for/and installation, construction, and improvement of road systems and related drainage facilities (including traffic signaling); including purchase of asphalt, caliche and emulsion for street pavements; 2. the acquisition of land for parks development and cost of park improvements and equipment, including installation; 3. the purchase of equipment for authorized needs and purposes (including traffic signaling equipment, road, drainage, and sanitation equipment); 4. the purchase of vehicles, including law enforcement vehicles and related equipment; 5. the construction of new county facilities and all construction related costs, including parking lots, infrastructure and equipment, and fixtures related thereto projects to include, but not limited to, Courthouse, community resource centers, constituent services facilities and mechanic shops; 6. the renovation, repair and improvement, including improvements to comply with the American Disabilities Act, of existing County buildings and facilities and any buildings and facilities to be acquired by the County with its general funds or proceeds of the Certificates; 7. the acquisition of new county facilities (land and building) to house road & bridge staff; 8. the payment of contractual obligations for professional services, including services provided by engineers, attorneys, financial advisors, and fiscal agents; 9. the payment of costs of issuance of the Certificates. The Certificates of Obligation will be payable from a combination of the County's ad valorem tax within the limits authorized by law on all taxable property of the County, and a limited pledge (never to exceed $1,000) from the net revenues from the operation of the County's parks. The Certificates of Obligation are to be issued, and this notice is given, under and pursuant to the provisions of the Certificates of Obligation Act of 1971, as amended, Local Government Code Section 271.041 through Section 271.063.

`

Ramon Garcia, County Judge
County of Hidalgo, Texas

DRAFT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

RESOLUTION

A RESOLUTION AUTHORIZING PUBLICATION OF THE COUNTY'S NOTICE OF INTENT TO ISSUE CERTIFICATES OF OBLIGATION IN AN AMOUNT NOT TO EXCEED $33,000,000 AS AUTHORIZED UNDER STATE LAW FOR PURPOSES OF PAYING CONTRACTUAL OBLIGATIONS OF THE COUNTY TO BE INCURRED FOR CERTAIN PROJECTS AND TO PAY FOR THE COST OF ISSUANCE OF THE CERTIFICATES OF OBLIGATIONS AND MAKING OTHER PROVISIONS REGARDING MATTERS INCIDENT THERETO

WHEREAS, the County of Hidalgo, Texas (the "Issuer") is authorized to issue Certificates of Obligation for the purpose of paying contractual obligations for certain capital improvements and to pay the cost of issuance of such Certificates of Obligation; and

WHEREAS, as security for those debt obligations, the Issuer can offer a pledge of its ad valorem taxes within limits as authorized by state law and a pledge of its Net Revenues from the operation of the County's parks (not to exceed $1,000);

NOW THEREFORE BE IT RESOLVED:

1.00. The Notice of Intent to Issue Certificates of Obligation which is attached hereto as Exhibit "A" is approved by the Issuer's Commissioners Court for purposes of complying with the notice and publication requirements of state law.

2.00. The County Judge is ordered to publish the approved notice in any publication which satisfies the requirements of the Texas Government Code §2051.044, as long as the first notice is published no less than 30 days prior to the date of the meeting at which the ordinance authorizing the sale of the obligations is proposed to be approved.

NOTICE OF INTENT TO ISSUE

COUNTY OF HIDALGO, TEXAS
CERTIFICATES OF OBLIGATION, SERIES 2017

TAKE NOTICE that the Commissioners Court (the *Commissioners Court*) of the County of Hidalgo, Texas (the *County*), shall tentatively convene at 9:30 a.m. on the 25th day of July, 2017, at its regular meeting place in the Commissioners Court meeting room at 100 East Cano, First Floor, Edinburg, Texas and during such meeting, the Commissioners Court will consider the passage of an ordinance authorizing the issuance of certificates of obligation in an amount not to exceed $33,000,000 for the following purposes: 1. the acquisition of land and rights of way for/and installation, construction, and improvement of road systems and related drainage facilities (including traffic signaling); including purchase of asphalt, caliche and emulsion for street pavements; 2. the acquisition of land for parks development and cost of park improvements and equipment, including installation; 3. the purchase of equipment for authorized needs and purposes (including traffic signaling equipment, road, drainage, and sanitation equipment); 4. the purchase of vehicles, including law enforcement vehicles and related equipment; 5. the construction of new county facilities and all construction related costs, including parking lots, infrastructure and equipment, and fixtures related thereto projects to include, but not limited to, Courthouse, community resource centers, constituent services facilities and mechanic shops; 6. the renovation, repair and improvement, including improvements to comply with the American Disabilities Act, of existing County buildings and facilities and any buildings and facilities to be acquired by the County with its general funds or proceeds of the Certificates; 7. the acquisition of new county facilities (land and building) to house road & bridge staff; 8. the payment of contractual obligations for professional services, including services provided by engineers, attorneys, financial advisors, and fiscal agents; 9. the payment of costs of issuance of the Certificates. The Certificates of Obligation will be payable from a combination of the County's ad valorem tax within the limits authorized by law on all taxable property of the County, and a limited pledge (never to exceed $1,000) from the net revenues from the operation of the County's parks. The Certificates of Obligation are to be issued, and this notice is given, under and pursuant to the provisions of the Certificates of Obligation Act of 1971, as amended, Local Government Code Section 271.041 through Section 271.063.

Ramon Garcia, County Judge
County of Hidalgo, Texas

June 13, 2017

Hidalgo County, Texas

Finance Plan Presentation

Certificates of Obligation, Series 2017

ESTRADA • HINOJOSA

INVESTMENT BANKERS

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COs, Series 2017 – Proposed Uses of Funds

2017 COs Project Summary List			
Department	Category	Notes	Project Amount
County Wide	Building	Courthouse Related Expenses	$ 5,000,000
County Wide	Building	Constituent Service Building - Soft Costs	1,000,000
Sheriff/Constable	Equipment	Fleet Replacement	2,500,000
PCT 1	Road/Equipment	Various	6,000,000
PCT 2	Road/Equipment	Various	6,000,000
PCT 3	Road/Equipment	Various	6,000,000
PCT 4	Road/Equipment	Various	6,000,000
		GRAND TOTAL	**$ 32,500,000**

Preliminary Tax Rate Impact: *Prior to 2017 COs*

			A			B	C=A+B	D	E=C+D			
	(NAV)			2017 COs				Tranfers	Total Net Tax	Estimated		
FYE 12/31	Net Assessed Valuation	NAV Growth	Existing Debt Service [2]	Principal	Interest	Debt Service	Total New Debt Service	from Other Sources	Supported Debt Service	Required I&S Tax Rate[2]	Marginal Tax Rate	FYE 12/31
2017	**$29,847,276,913** [1]		$ 23,171,999				$ 23,171,999	(1,303,000)	$ 21,868,999	**$ 0.0714**		2017
2018	**30,932,376,888**	3.6%	21,076,243	$ -	$ -	$ -	21,076,243		21,076,243	0.0648	(0.0066)	2018
2019	31,551,024,426	2.0%	21,598,119				21,598,119		21,598,119	0.0652	0.0004	2019
2020	32,182,044,914	2.0%	21,058,444				21,058,444		21,058,444	0.0621	(0.0031)	2020
2021	32,825,685,813	2.0%	21,620,299				21,620,299		21,620,299	0.0626	0.0005	2021
2022	33,318,071,100	1.5%	21,002,469				21,002,469		21,002,469	0.0597	(0.0029)	2022
2023	33,817,842,166	1.5%	17,922,085				17,922,085		17,922,085	0.0494		2023
2024	34,325,109,799	1.5%	17,923,909				17,923,909		17,923,909	0.0486		2024
2025	34,668,360,897	1.0%	14,216,313				14,216,313		14,216,313	0.0371		2025
2026	35,015,044,506	1.0%	14,219,156				14,219,156		14,219,156	0.0367		2026
2027	35,015,044,506	0.0%	11,146,145				11,146,145		11,146,145	0.0277		2027
2028	35,015,044,506	0.0%	11,142,040				11,142,040		11,142,040	0.0276		2028
2029	35,015,044,506	0.0%	8,238,203				8,238,203		8,238,203	0.0191		2029
2030	35,015,044,506	0.0%	7,371,312				7,371,312		7,371,312	0.0165		2030
2031	35,015,044,506	0.0%	5,366,175				5,366,175		5,366,175	0.0106		2031
2032	35,015,044,506	0.0%	5,353,625				5,353,625		5,353,625	0.0106		2032
2033	35,015,044,506	0.0%	5,363,275				5,363,275		5,363,275	0.0106		2033
2034	35,015,044,506	0.0%	5,357,150				5,357,150		5,357,150	0.0106		2034
2035	35,015,044,506	0.0%	3,695,700				3,695,700		3,695,700	0.0057		2035
2036	35,015,044,506	0.0%	3,692,400				3,692,400		3,692,400	0.0057		2036
2037	35,015,044,506	0.0%	1,140,600				1,140,600		1,140,600	(0.0018)		2037
2038	35,015,044,506	0.0%	1,141,600				1,141,600		1,141,600	(0.0018)		2038
2039	35,015,044,506	0.0%	1,141,000				1,141,000		1,141,000	(0.0018)		2039
2040	35,015,044,506	0.0%	1,138,800				1,138,800		1,138,800	(0.0018)		2040
2041	35,015,044,506	0.0%	-									2041
2042	35,015,044,506	0.0%										2042
2043	35,015,044,506	0.0%										2043
2044	35,015,044,506	0.0%										2044
2045	35,015,044,506	0.0%										2045
2046	35,015,044,506	0.0%										2046
2047	35,015,044,506	0.0%										2047
2048	35,015,044,506	0.0%										2048
2049	35,015,044,506	0.0%										2049
2050	35,015,044,506	0.0%	-	-		-	-		-	-		2050
Total			$ 265,097,062	$ -	$ -	$ -	$ 265,097,062	$(1,303,000)	$ 263,794,062			

[1] Certified Freeze Adjusted TAV. Average annual growth rate of 3.0% over the last 5 years and 12.7% over the last 10 years.

[2] Calculated approximately I&S tax rate except 2017-2018. Includes estimated freeze adjustment starting at $1,612,597.

Preliminary Tax Rate Impact: *After Issuance of 2017 COs*

			A	2017 COs		B	C=A+B	D	E=C+D			
FYE 12/31	(NAV) Net Assessed Valuation	NAV Growth	Existing Debt Service [2]	Principal	Interest	Debt Service	Total New Debt Service	Tranfers from Other Sources	Total Net Tax Supported Debt Service	Estimated Required I&S Tax Rate[2]	Marginal Tax Rate	FYE 12/31
2017	**$29,847,276,913**		$ 23,171,999				$ 23,171,999	$(1,303,000)	$ 21,868,999	**$ 0.0714**		2017
2018	**30,932,376,888**	3.6%	21,076,243	$ 680,000	$ 1,305,214	$ 1,985,214	23,061,457		23,061,457	0.0714	(0.0000)	2018
2019	31,551,024,426	2.0%	21,598,119	985,000	1,295,250	2,280,250	23,878,369		23,878,369	0.0726	0.0012	2019
2020	32,182,044,914	2.0%	21,058,444	1,005,000	1,275,550	2,280,550	23,338,994		23,338,994	0.0694		2020
2021	32,825,685,813	2.0%	21,620,299	1,025,000	1,255,450	2,280,450	23,900,749		23,900,749	0.0697		2021
2022	33,318,071,100	1.5%	21,002,469	1,055,000	1,224,700	2,279,700	23,282,169		23,282,169	0.0668		2022
2023	33,817,842,166	1.5%	17,922,085	1,095,000	1,182,500	2,277,500	20,199,585		20,199,585	0.0563		2023
2024	34,325,109,799	1.5%	17,923,909	1,150,000	1,127,750	2,277,750	20,201,659		20,201,659	0.0555		2024
2025	34,668,360,897	1.0%	14,216,313	1,210,000	1,070,250	2,280,250	16,496,563		16,496,563	0.0439		2025
2026	35,015,044,506	1.0%	14,219,156	1,270,000	1,009,750	2,279,750	16,498,906		16,498,906	0.0434		2026
2027	35,015,044,506	0.0%	11,146,145	1,330,000	946,250	2,276,250	13,422,395		13,422,395	0.0344		2027
2028	35,015,044,506	0.0%	11,142,040	1,400,000	879,750	2,279,750	13,421,790		13,421,790	0.0344		2028
2029	35,015,044,506	0.0%	8,238,203	1,470,000	809,750	2,279,750	10,517,953		10,517,953	0.0258		2029
2030	35,015,044,506	0.0%	7,371,312	1,540,000	736,250	2,276,250	9,647,562		9,647,562	0.0232		2030
2031	35,015,044,506	0.0%	5,366,175	1,620,000	659,250	2,279,250	7,645,425		7,645,425	0.0174		2031
2032	35,015,044,506	0.0%	5,353,625	1,700,000	578,250	2,278,250	7,631,875		7,631,875	0.0173		2032
2033	35,015,044,506	0.0%	5,363,275	1,785,000	493,250	2,278,250	7,641,525		7,641,525	0.0173		2033
2034	35,015,044,506	0.0%	5,357,150	1,875,000	404,000	2,279,000	7,636,150		7,636,150	0.0173		2034
2035	35,015,044,506	0.0%	3,695,700	1,970,000	310,250	2,280,250	5,975,950		5,975,950	0.0124		2035
2036	35,015,044,506	0.0%	3,692,400	2,065,000	211,750	2,276,750	5,969,150		5,969,150	0.0124		2036
2037	35,015,044,506	0.0%	1,140,600	2,170,000	108,500	2,278,500	3,419,100		3,419,100	0.0049		2037
2038	35,015,044,506	0.0%	1,141,600				1,141,600		1,141,600	(0.0018)		2038
2039	35,015,044,506	0.0%	1,141,000				1,141,000		1,141,000	(0.0018)		2039
2040	35,015,044,506	0.0%	1,138,800				1,138,800		1,138,800	(0.0018)		2040
2041	35,015,044,506	0.0%										2041
2042	35,015,044,506	0.0%										2042
2043	35,015,044,506	0.0%										2043
2044	35,015,044,506	0.0%										2044
2045	35,015,044,506	0.0%										2045
2046	35,015,044,506	0.0%										2046
2047	35,015,044,506	0.0%										2047
2048	35,015,044,506	0.0%										2048
2049	35,015,044,506	0.0%										2049
2050	35,015,044,506	0.0%	-	-		-	-		-	-		2050
Total			$ 265,097,062	$ 28,400,000	$ 16,883,664	$ 45,283,664	$ 310,380,726	$(1,303,000)	$ 309,077,726			

[1] Certified Freeze Adjusted TAV. Average annual growth rate of 3.0% over the last 5 years and 12.7% over the last 10 years.

[2] Calculated approximately I&S tax rate except 2017-2018. Includes estimated freeze adjustment starting at $1,612,597.

Financing Timeline

HIDALGO COUNTY, TEXAS
$28,400,000* Certificates of Obligation, Series 2017
Timetable of Events

May						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Date	Day	Event	Responsibility
May 30, 2017	**(Tuesday)**	**Present plan to fund 2017 CO Projects at a workshop.**	**FA**
June 13, 2017	**(Tuesday)**	**Commissioners Court adopts a resolution to publish notice of intent to issue the Certificates of Obligation, Series 2017.**	**County, BC, FA**
June 14, 2017	(Wednesday)	Submit Notice of Intent to issue Certificates to newspaper.	County
June 16, 2017	(Friday)	Distribute first draft of Preliminary Official Statement (POS).	FA
June 18, 2017	**(Sunday)**	**Publish first Notice of Intent to issue Certificates.**	**County**
June 23, 2017	(Friday)	Receive comments from working group on first draft of POS.	Working Group
June 23, 2017	(Friday)	Distribute second draft of POS.	FA
June 23, 2017	(Friday)	Submit information to Rating Agencies.	FA
June 25, 2017	**(Sunday)**	**Publish second Notice of Intent to issue Certificates.**	**County**
June 30, 2017	(Friday)	Receive comments from working group on second draft of POS.	Working Group
Week of July 3, 2017		Conference calls with rating agencies. S&P: TBD Moody's: TBD	County, FA
July 17, 2017	(Monday)	Print and distribute POS.	FA
July 17, 2017	(Monday)	Receive ratings.	Rating Agencies
July 24, 2017	(Monday)	Price the Obligations via negotiated sale.	UW, FA
July 25, 2017	**(Tuesday)**	**Court adopts order selling the Certificates.**	**County, BC, FA**
July 26, 2017	(Wednesday)	Submit documents to Texas Attorney General.	BC
August 15, 2017	(Tuesday)	Obtain Texas Attorney General Approval of the Obligations.	AG, BC
August 16, 2017	(Wednesday)	Close, deliver Obligations and receive funds.	UW, FA

* Preliminary, subject to change.

FA: Estrada Hinojosa & Company, Inc.
BC: The J. Ramirez Law Firm
UW: TBD
UC: TBD

Financing Team

ISSUER	**HIDALGO COUNTY, TEXAS**
FINANCIAL ADVISOR	Estrada Hinojosa & Company, Inc.
BOND COUNSEL	The J. Ramirez Law Firm
UNDERWRITERS	Jefferies: Senior Manager Stephens Inc.: Co-Manager William Blair: Co-Manager
UNDERWRITERS' COUNSEL	Locke Lord LLP
PAYING/ESCROW AGENT	Bank of New York Mellon Trust Company

Disclaimer

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Estrada Hinojosa does not provide accounting, tax or legal advice and any discussion of such matters herein should not be relied upon by you as a guarantee or commitment of a specific result should a transaction occur. All numbers and prices discussed herein are preliminary and indicative of market conditions on the date prepared and do not represent bids or offers, and you should determine, without reliance upon us, the economic risks and merits as well as the legal and tax consequences of any such transaction, keeping in mind that the results of analyses from any quantitative model which represent potential future events that may or may not occur, and that may not include every particular material fact related to a proposed transaction, are by their nature subject to further discussion and examination.

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AI-60284 **Budget and Management** **20. B.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Abril Salinas, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Justice Court Tech (1242):
Approval of 2017 unappropriation of funds in the amount of $13,916.63.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1242-412-00-060-001-0-320

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

BUDGETARY IMPACT:

Unappropriation of funds in the amount of $13,916.63.

Attachments

Unappropriation

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Abril Salinas		Started On: 06/09/2017 04:52 PM
Final Approval Date: 06/09/2017		

DATE: June 9, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Justice Court Tech

ACCOUNT NUMBER: 7-1242-XXX-00-XXX-XXX-0-XXX

Contact Person: Abril Salinas Ph#: Extension 5404

2017
Un- Appropriation
AI- 60284

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
7-1242-412-00-060-001-0- 320	JUSTICE CRT TECH	PROFESSIONAL SRV	(13,916.63)
		TOTAL BUDGET INCREASE (DECREASE)	**(13,916.63)**

REASON: To unappropriate funding as requested by Auditor's Office

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-60278 **Budget and Management** **20. C. 1.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Health Adm. El Milagro Clinic (1100):
Approval of 2017 appropriation and interfund transfer from Health Department Adm. (1293) unassigned fund balance to Health Adm. El Milagro (1100-039) in the amount $50,000.00

BACKGROUND

To fund the Memorandum of Understanding (MOU) between Hidalgo County and El Milagro Clinic (refer to AI #60249).

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-444-51-340-039-0-843

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

BUDGETARY IMPACT:

Funds available in the unassigned f/b for fund 1293 as of 6-9-17, health adm program income.

Attachments

appropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	06/09/2017 04:03 PM
Budget & Management	Veronica Ortiz	06/09/2017 04:06 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Ivan Cantu		Started On: 06/09/2017 03:36 PM
Final Approval Date: 06/09/2017		

DATE: June 13, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Health Adm. El Milagro

2017

Appropriation/Interfund Transfer

AI #60278/CC 6-13-17

ACCOUNT NUMBER: **7-1X00-XXX-XX-XXX-0-XXX**

CONTACT PERSON: Ivan Cantu, Budget Analyst III **PHONE:** ext. 5425

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) 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 (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1293-491-01-039-100-0-	**891**	**Transfers Out-**	**General Fund El Milagro**	**50,000.00**
7-1100-391-01-039-293-0-	**000**	**Transfers In-**	**Health Adm. El Milagro**	**50,000.00**
7-1100-444-51-340-039-0-	843	Health Adm. El Milagro-	Aid to Nongovt Agency	50,000.00
		TOTAL BUDGET INCREASE (DECREASE)		**50,000.00**

REASON: To fund Memorandum of Understanding (MOU) between Hidalgo County and El Milagro Clinic to provide health services (refer to AI #60249). **Funds taken from the Unassigned F/B from fund 1293, Health Adm program income.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-60062 **Budget and Management** **20. C. 2.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Joseph Palacios, COMM. PCT. #4 **Submitted By:** Nick Perez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct 4 Rd. Maint (1200):
A. Approval of 2017 certification of revenues as certified by the County Auditor for revenues received from the Hidalgo County Drainage District No. 1 for reimbursements from the J-09 Drain Project.

B. Approval of 2017 appropriation of funds into Pct 4 Rd. Maint. in the amount of $178,354.10.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-124-007-0-890

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

BUDGETARY IMPACT:

Receipt# 211095

Attachments

Appropriation
COR
J-09 Letter to Commissioner PP 01-05, 2017
J-09 Memo
Copy of Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/31/2017 11:21 AM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Nick Perez		Started On: 05/30/2017 03:53 PM
Final Approval Date: 06/09/2017		

DATE: June 7, 2017

2017
Appropriation

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Department of Budget & Management for **Pct 4 Rd Maint**

ACCOUNT NUMBER: 7-1200-431-00-124-007-0-XXX

Contact Person: Nick Perez Ph#: (956) 383-3112 ext. 4008

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
7-1200-431-00-124-007-0- 890	PCT4 RD MAINT	OTHER	178,354.10
7-1200-341-50-124-002-0-000	*R&B Pct 4 - DD#1 J-09 Drainage Project*		*178,354.10*
	TOTAL BUDGET INCREASE (DECREASE)		**178,354.10**

REASON: To appropriate funding for revenues from Drainage District No.1 for the J-09 Drain Project for PP 1-5.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

EDINBURG, TEXAS 78539

June 8, 2017

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the Intergovernmental contract between Hidalgo County and the Drainage District No. 1 for the J-09 Project in the amount of $178,354.10. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6/12/17
Date

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: MAY 30, 2017
TO: HIDALGO COUNTY AUDITOR
RAY EUFRACIO
FROM: HIDALGO COUNTY PCT. #4
REF: CHK#022975

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING REVENUES **CHK #023132** BE CERTIFIED INTO THE FOLLOWING ACCOUNT.

ACCOUNT: **7-1200-341-50-124-002-0-000.**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

NICK PEREZ

ATTACHMENTS: CHK#023132

RECEIVED
JUN 01 2017
Hidalgo County
Auditor's Office

AI-60062 **Budget and Management 40. B. 2.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Joseph Palacios, COMM. PCT. #4 **Submitted By:** Nick Perez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct 4 Rd. Maint (1200):
1. Approval of 2017 certification of revenues as certified by the County Auditor for revenues received from the Hidalgo County Drainage District No. 1 for reimbursements from the J-09 Drain Project.

2. Approval of 2017 appropriation of funds into Pct 4 Rd. Maint. in the amount of $178,354.10.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-124-007-0-890

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

BUDGETARY IMPACT:

Receipt# 211095

Attachments

Appropriation
J-09 Letter to Commissioner PP 01-05. 2017
J-09 Memo
Copy of Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/31/2017 11:21 AM
Final Approval		
Form Started By: Nick Perez		Started On: 05/30/2017 03:53 PM

DATE: June 7, 2017

2017
Appropriation

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Department of Budget & Management for **Pct 4 Rd Maint**

ACCOUNT NUMBER: 7-1200-431-00-124-007-0-XXX

Contact Person: Nick Perez Ph#: (956) 383-3112 ext. 4008

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
7-1200-431-00-124-007-0- 890	PCT4 RD MAINT	OTHER	178,354.10
7-1200-341-50-124-002-0-000	*R&B Pct 4 - DD#1 J-09 Drainage Project*		*178,354.10*
		TOTAL BUDGET INCREASE (DECREASE)	**178,354.10**

REASON: To appropriate funding for revenues from Drainage District No.1 for the J-09 Drain Project for PP 1-5.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 211095

Received From: DD#1 DRAINAGE PROJECT J-09 PP#1-5 2017 Date 05/31/17

1	00002571	R&B PCT4-DD#1 J-09 DRAINAGE PRJ	7-1200-341-50-124-002-0-000	178,354.10

Total: 178,354.10

Check Total	178,354.10
Cash Total	.00
Credit Total	.00
Other Total	.00

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING

HIDALGO COUNTY
DRAINAGE DISTRICT #1
902 N. DOOLITTLE
EDINBURG, TEXAS 78542
CAPITAL PROJECTS FUND

LONE STAR NATIONAL BANK
MEMBER FDIC
88-1168/1149

No. 023132

VOID

Check Date	Check No.	Amount
05/30/17	00002571	$178,354.10

VOID AFTER 90 DAYS

was allowed by the Board of Directors of Hidalgo County, Texas at its term meeting indicated above and to be paid out of the Capital Projects Fund

PAY ****One Hundred Seventy Eight Thousand Three Hundred Fifty Four and 10/100 Dollars

TO THE ORDER OF
HIDALGO COUNTY PCT. NO. 4
C/O JOSEPH PALACIOS
1102 N. DOOLITTLE RD.
EDINBURG, TX 78542

Pay the above stated amount to the order of the payee named.

Norma G. Garcia — COUNTY TREASURER

Lora Brown — FINANCIAL OFFICER

⑈00002571⑈ ⑆114911687⑆ ⑈7015868⑈

Payee HIDALGO COUNTY PCT. NO. 4

Account #: 00002571
05/30/2017

Invoice	Description	Amount
PP1-5 2017	PROJECT: J09 REIMBURSEMENT	$178,354.10

Total : $178,354.10

RECEIVED
JUN 01 2017
Hidalgo County
Auditor's Office

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

May 2, 2017

Honorable Joseph Palacios
Hidalgo County Commissioner Pct. 4
1051 North Doolittle
Edinburg, Texas 78541

Dear Commissioner Palacios:

The Auditor's Office has concluded the review of the J-09 Project for pay periods 01 , 02, 03, 04, and 05 for 2016. The amount calculated as allowable costs for the project, based on supporting documentation provided by your department, is $178,354.10.

The total amount to be invoiced to Hidalgo County Drainage District Number 1 is $178,354.10 for the pay periods stated above. Enclosed is a CD which includes the supporting documentation.

Should you have any questions or concerns please contact Linda Fong, First Assistant Auditor, at 318-2511 ext. 4668, or me at ext 4604.

Respectfully,

Raymundo Eufracio, CPA
Hidalgo County Auditor

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92nd D.C. | RICARDO 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. CHAIRMAN | LETICIA LOPEZ JUDGE, 398th D.C. | L. ADRIANA VASQUEZ JUDGE, 398th D.C. | ISRAEL RAMON, JR. JUDGE, 430th D.C. | AIMEE R. BETANCOURT JUDGE, 449th D.C.

J-09 Drainage Project

2017	Original Request	Allowed	Disallowed Amount	Total Due From DD#1
PP1				
12/12/2016 - 12/25/2016				
Labor	$ 11,609.02	$ 11,609.02	$ -	$ 11,609.02
Equipment	25,561.93	25,561.93	-	25,561.93
Fuel	1,684.23	1,076.33	607.90	1,076.33
Total	38,855.18	38,247.28	607.90	38,247.28
PP2				
12/26/2016 - 1/08/2017				
Labor	$ 5,520.33	$ 5,520.33	$ -	$ 5,520.33
Equipment	10,838.60	10,838.60	-	10,838.60
Fuel	1,029.83	888.81	141.02	888.81
Total	17,388.76	17,247.74	141.02	17,247.74
PP3				
1/09/2017 - 1/22/2017				
Labor	$ 11,587.29	$ 11,576.64	$ 10.65	$ 11,576.64
Equipment	27,543.11	27,543.11	-	27,543.11
Fuel	1,699.42	1,464.22	235.20	1,464.22
Total	40,829.82	40,583.97	245.85	40,583.97
PP4				
1/23/2017 - 2/05/2017				
Labor	$ 15,819.82	$ 15,819.82	$ -	$ 15,819.82
Equipment	33,208.60	33,208.60	-	33,208.60
Fuel	2,692.86	2,063.79	629.07	2,063.79
Total	51,721.28	51,092.21	629.07	51,092.21
PP5				
2/06/2017 - 2/19/2017				
Labor	$ 11,601.99	$ 11,601.99	$ -	$ 11,601.99
Equipment	18,068.45	18,068.45	-	18,068.45
Fuel	1,856.47	1,512.46	344.01	1,512.46
Total	31,526.91	31,182.90	344.01	31,182.90

Labor	$ 56,127.80
Equipment	$ 115,220.69
Fuel	$ 7,005.61
	$ 178,354.10

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

May 2, 2017

Honorable Joseph Palacios
Hidalgo County Commissioner Pct. 4
1051 North Doolittle
Edinburg, Texas 78541

Dear Commissioner Palacios:

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Should you have any questions or concerns please contact Linda Fong, First Assistant Auditor, at 318-2511 ext. 4668, or me at ext 4604.

Respectfully,

Raymundo Eufracio, CPA
Hidalgo 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.

J-09 Drainage Project

2017	Original Request	Allowed	Disallowed Amount	Total Due From DD#1
PP1				
12/12/2016 - 12/25/2016				
Labor	$ 11,609.02	$ 11,609.02	$ -	$ 11,609.02
Equipment	25,561.93	25,561.93	-	25,561.93
Fuel	1,684.23	1,076.33	607.90	1,076.33
Total	38,855.18	38,247.28	607.90	38,247.28
PP2				
12/26/2016 - 1/08/2017				
Labor	$ 5,520.33	$ 5,520.33	$ -	$ 5,520.33
Equipment	10,838.60	10,838.60	-	10,838.60
Fuel	1,029.83	888.81	141.02	888.81
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1/09/2017 - 1/22/2017				
Labor	$ 11,587.29	$ 11,576.64	$ 10.65	$ 11,576.64
Equipment	27,543.11	27,543.11	-	27,543.11
Fuel	1,699.42	1,464.22	235.20	1,464.22
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1/23/2017 - 2/05/2017				
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Labor	$ 11,601.99	$ 11,601.99	$ -	$ 11,601.99
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Total	31,526.91	31,182.90	344.01	31,182.90

Labor	$ 56,127.80
Equipment	$ 115,220.69
Fuel	$ 7,005.61
	$ 178,354.10

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: MAY 30, 2017
TO: HIDALGO COUNTY AUDITOR
RAY EUFRACIO
FROM: HIDALGO COUNTY PCT. #4
REF: CHK#022975

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING REVENUES **CHK #023132** BE CERTIFIED INTO THE FOLLOWING ACCOUNT.

ACCOUNT: **7-1200-341-50-124-002-0-000.**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

NICK PEREZ

ATTACHMENTS: CHK#023132

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING

HIDALGO COUNTY
DRAINAGE DISTRICT #1
902 N. DOOLITTLE
EDINBURG, TEXAS 78542
CAPITAL PROJECTS FUND

LONE STAR NATIONAL BANK
MEMBER FDIC
88-1168/1149

No. 023132

VOID

Check Date	Check No.	Amount
05/30/17	00002571	$178,354.10

VOID AFTER 90 DAYS

was allowed by the Board of Directors of Hidalgo County, Texas at its term meeting indicated above and to be paid out of the Capital Projects Fund

PAY ****One Hundred Seventy Eight Thousand Three Hundred Fifty Four and 10/100 Dollars

TO THE ORDER OF
HIDALGO COUNTY PCT. NO. 4
C/O JOSEPH PALACIOS
1102 N. DOOLITTLE RD.
EDINBURG, TX 78542

Pay the above stated amount to the order of the payee named.

Norma G. Garcia
COUNTY TREASURER

Lora Brown
FINANCIAL OFFICER

⑈00002571⑈ ⑆114911687⑆ ⑈7101586 8⑈

Payee HIDALGO COUNTY PCT. NO. 4

Account #: 00002571
05/30/2017

Invoice	Description	Amount
PP1-5 2017	PROJECT: J09 REIMBURSEMENT	$178,354.10

Total : $178,354.10

AI-60092 **Purchasing Department** **21. A. 1.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole responsible vendor Ergon Asphalt & Emulsion, Inc., submitting the lowest and best bid [and meeting all specifications and/or requirements] for the purpose of award of bid and approval of contract document for project titled: Hidalgo County-"SS-1 Emulsified Asphalt & Delivery Services" through RFB 2017-055a-05-17-SMA.

BACKGROUND

1) 3 Packets were sent out and/or were requested
2) Sole response from: Ergon Asphalt & Emulsion, Inc.
3) Contract document was reviewed and approved by legal counsel

---

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 1200-431-00-121-005-0-610

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

BUDGETARY IMPACT:

CALENDAR YEAR: 2017 **ACCT. #:** 1200-431-00-124-007-0-610

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

BUDGETARY IMPACT:

CALENDAR YEAR: 2017 **ACCT. #:** 1200-431-00-123-005-0-610/721

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

BUDGETARY IMPACT:

Attachments

Memo, participation, acceptance, tab, 1295 forms, contract document

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/02/2017 02:42 PM
Budget & Management	Veronica Ortiz	06/02/2017 02:44 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Sandra Montalvo		Started On: 06/01/2017 02:13 PM
Final Approval Date: 06/09/2017		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Departments Recommendation)

To: **Hon. David L. Fuentes, Commissioner**
HIDALGO COUNTY PRECINCT 1
Attn: Amy Saenz-Smith /Jorge Peña

To: **Hon. Eduardo "Eddie" Cantu, Commissioner**
HIDALGO COUNTY PRECINCT 2
Attn: Armando Garza Jr. / Erika Zamora

To: **Hon. Joe M. Flores, Commissioner**
HIDALGO COUNTY PRECINCT 3
Attn: Saul Ramirez / Norma Ceballos

To: **Hon. Joseph Palacios, Commissioner**
HIDALGO COUNTY PRECINCT 4
Attn: Antonia Moreno / Roman Rodriguez

To: **Mr. Raul E. Sesin, PE, CFM, General Manager**
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
Attn: Eliza Yzaguirre, Engineering Tech

From: **Sandra Montalvo**, Buyer II *SMA*
Hidalgo County Purchasing Department.

Date: **May 18, 2017**

Re: **BID RECOMMENDATION/Concurrence-for: RFB NO.: 2017-055a-05-17-SMA-Hidalgo County (All Funding Sources, Programs and Entities)-"SS-1 EMUSIFIED ASPHALT AND DELIVERY SERVICES"**

We have received a **sole bid response** to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

Please acknowledge by signing below, your recommendation to award to the bidder meeting all specifications/requirements and return to the Purchasing Dept. via **email to : sandra.montalvo@co.hidalgo.tx.us by no later than Friday, May 26, 2017 @10:00 (or sooner) A.M. in order to place this item on the agenda for Commissioners Court Meeting.** If you choose to reject, state reason and return to me.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

Indicate the name of the Vendor(s) in the box below and Account number to be utilized

COMMENTS/CONCERNS:
1) Ergon Asphalt & Emulsions, Inc.
2) PCT. # 1
3) ROAD & BRIDGE
BUDGET ACCOUNT #: 1-1200-431-00-121-005-0-6010

Amy S Smith	Amy S Smith	Pct 1	5-19-17
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

Pct 2

dalgo County Purchasing Departme
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
MAY 25 2017
By

HIDALGO COUNTY
PRECINCT NO. 2
2017 MAY 19 PM 3:56

MEMORANDUM

(Departments Recommendation)

To: **Hon. David L. Fuentes, Commissioner**
HIDALGO COUNTY PRECINCT 1
Attn: Amy Saenz-Smith /Jorge Peña

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HIDALGO COUNTY PRECINCT 2
Attn: Armando Garza Jr. / Erika Zamora

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HIDALGO COUNTY PRECINCT 4
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Attn: Eliza Yzaguirre, Engineering Tech

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Date: **May 18, 2017**

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COMMENTS/CONCERNS:

1) Ergon Asphalt & Emulsions, Inc.
2)
3)

BUDGET ACCOUNT #: Acct will be identified when project acct is created.

Erika Zamora	Erika Zamora	Pct 2	5-24-17
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

dalgo County Purchasing Departme
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
MAY 30 2017
By

MEMORANDUM

(Departments Recommendation)

To: **Hon. David L. Fuentes, Commissioner**
HIDALGO COUNTY PRECINCT 1
Attn: Amy Saenz-Smith /Jorge Peña

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Attn: Eliza Yzaguirre, Engineering Tech

From: **Sandra Montalvo**, Buyer II *SMA*
Hidalgo County Purchasing Department.

Date: **May 18, 2017**

Re: **BID RECOMMENDATION/Concurrence-for:** RFB NO.: 2017-055a-05-17-SMA-Hidalgo County (All Funding Sources, Programs and Entities)-"SS-1 EMUSIFIED ASPHALT AND DELIVERY SERVICES"

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Indicate the name of the Vendor(s) in the box below and Account number to be utilized

COMMENTS/CONCERNS:
1) Sole Bidder - Ergon Asphalt
2)
3)

BUDGET ACCOUNT #: 7-1200-431-00-123-005-0-610 / 721

	Joe M. Flores	Pct 3	5/26/17
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Departments Recommendation)

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Attn: Amy Saenz-Smith /Jorge Peña

To: **Hon. Eduardo "Eddie" Cantu, Commissioner**
HIDALGO COUNTY PRECINCT 2
Attn: Armando Garza Jr. / Erika Zamora

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HIDALGO COUNTY PRECINCT 3
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To: **Hon. Joseph Palacios, Commissioner**
HIDALGO COUNTY PRECINCT 4
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Attn: Eliza Yzaguirre, Engineering Tech

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Hidalgo County Purchasing Department.

Date: **May 18, 2017**

Re: **BID RECOMMENDATION/Concurrence-for: RFB NO.: 2017-055a-05-17-SMA-Hidalgo County (All Funding Sources, Programs and Entities)-"SS-1 EMUSIFIED ASPHALT AND DELIVERY SERVICES"**

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Indicate the name of the Vendor(s) in the box below and Account number to be utilized

COMMENTS/CONCERNS:
1) Ergon Asphalt & Emulsions, Inc. - Sole Bidder.
2)
3)
BUDGET ACCOUNT #: 7-1200-431-00-124-007-0-610

	Roman Rodriguez	Roads & Bridges	5/22/17
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Departments Recommendation)

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HIDALGO COUNTY PRECINCT 1
Attn: Amy Saenz-Smith /Jorge Peña

To: **Hon. Eduardo "Eddie" Cantu, Commissioner**
HIDALGO COUNTY PRECINCT 2
Attn: Armando Garza Jr. / Erika Zamora

To: **Hon. Joe M. Flores, Commissioner**
HIDALGO COUNTY PRECINCT 3
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To: **Hon. Joseph Palacios, Commissioner**
HIDALGO COUNTY PRECINCT 4
Attn: Antonia Moreno / Roman Rodriguez

To: **Mr. Raul E. Sesin, PE, CFM, General Manager**
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
Attn: Eliza Yzaguirre, Engineering Tech

From: **Sandra Montalvo**, Buyer II *SMA*
Hidalgo County Purchasing Department.

Date: **May 18, 2017**

Re: **BID RECOMMENDATION/Concurrence-for: RFB NO.: 2017-055a-05-17-SMA-Hidalgo County (All Funding Sources, Programs and Entities)-"SS-1 EMUSIFIED ASPHALT AND DELIVERY SERVICES"**

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Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

Indicate the name of the Vendor(s) in the box below and Account number to be utilized

COMMENTS/CONCERNS:
1) Ergon Asphalt & Emulsions, Inc - meets spec & sole bidder
2)
3)
BUDGET ACCOUNT #:

	RAUL E. SESIN, P.E.	HCDD1 / Hidalgo County	5/19/17
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: May 17, 2017 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: ***HIDALGO COUNTY-(all funding sources)-"SS-1 Emulsified Asphalt and Delivery Services"***

BID NO.: 2017-055a-05-17-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1.	ERGON ASPHALT & EMULSIONS, INC. Attn: David Kopp & Beth Roe	BLM/EM	S.Montalvo	05/01/17	6746 Up River Rd Corpus Christi, TX 78409 P 830-708-6647 david.kopp@ergon.com beth.roe@ergon.com karen.sellers@ergon.com Karen Sellers Ergon Asphalt & Emulsions, Inc. 11612 RM 2244,Building 1, Suite 250 Austin, Texas 78738 (512) 469-9292 karen.sellers@ergon.com
2.	PRIME VENDOR INC. Madison Woodall	EMR	S. Montalvo	05/03/17	4622 Cedar Avenue Suite 123 Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 Contact Email: work43@prime-vendor.com
3.	WRIGHT ASPHALT PRODUCTS CO. Attn: Lawton Carlton	EMR	S. Montalvo	05/16/17	.210-913-7792 Brownwood, Texas (Our plant is located in Brownwood) lcarlton@wrightasphalt.com
4.					
5.					
6.					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT ACCEPTANCE SHEET

DEPARTMENT NAME: ***HIDALGO COUNTY-(all funding sources)-"SS-1 EMULSIFIED ASPHALT & DELIVERY SERVICES"***

BID NO: 2017-055a-05-17-SMA	**BID OPENING TIME: 9:30 A.M.**
BID OPENING DATE: May 17, 2017	**BUYER: Sandra Montalvo**

	NAME OF COMPANY	ACKNOWLEDGE RECEIPT
1.	ERGON ASPHALT & EMULSIONS, INC.	☑
2.		
3.		
4.		

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT/DESCRIPTION NAME: ***HIDALGO COUNTY-(all funding sources)-"SS-1 EMULSIFIED ASPHALT & DELIVERY SERVICES"***

RFB OPENING DATE: May 17, 2017	**BID OPENING TIME: 9:30 A.M.**
RFB NO: 2017-055a-05-17-SMA	**BUYER: Sandra Montalvo**

	NAME OF COMPANY	UOM	UNIT PRICE per gallon	DEMURRAGE CHARGE PER HOUR: (will commence two (2) hours after arrival)
1)	ERGON ASPHALT & EMULSIONS, INC.	5,000 or more gallons	**$1.8812**	$80.00
		4,000 to 4,999 gallons	**$1.9265**	$80.00
		3,000 to 3,999 gallons	**$2.0020**	$80.00
		2,000 to 2,999 gallons	**$2.1529**	$80.00
		1,000 to 1,999 gallons	**$2.6059**	$80.00
2)		5,000 or more gallons		
		4,000 to 4,999 gallons		
		3,000 to 3,999 gallons		
		2,000 to 2,999 gallons		
		1,000 to 1,999 gallons		
3)		5,000 or more gallons		
		4,000 to 4,999 gallons		
		3,000 to 3,999 gallons		
		2,000 to 2,999 gallons		
		1,000 to 1,999 gallons		
4)		5,000 or more gallons		
		4,000 to 4,999 gallons		
		3,000 to 3,999 gallons		
		2,000 to 2,999 gallons		
		1,000 to 1,999 gallons		

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: HIDALGO COUNTY-SS-1 EMULSIFIED ASPHALT & DELIVERY SERVICES BID NO. 2017-055a-05-17-SMA

From : Steve Crain <scrain@atlashall.com> Wed, May 31, 2017 03:58 PM

Subject : RE: HIDALGO COUNTY-SS-1 EMULSIFIED ASPHALT & DELIVERY SERVICES BID NO. 2017-055a-05-17-SMA

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The agreement is OK.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, May 31, 2017 2:55 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: HIDALGO COUNTY-SS-1 EMULSIFIED ASPHALT & DELIVERY SERVICES BID NO. 2017-055a-05-17-SMA

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

From: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Monday, May 22, 2017 4:39:11 PM
Subject: Re: HIDALGO COUNTY-SS-1 EMULSIFIED ASPHALT & DELIVERY SERVICES BID NO. 2017-055a-05-17-SMA

REQUIREMENTS AGREEMENT
C-17-055A-06-13

THIS AGREEMENT (the "Agreement") is entered into effective as of the 13th day of **June, 2017** by and between Ergon Asphalt & Emulsions, Inc. ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"SS-1 Emulsified Asphalt and Delivery Services" (on an as needed basis),** (the "Product") for **HIDALGO COUNTY**, as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one (1) year and;

WHEREAS, Seller has submitted a bid to supply Buyer's requirements a copy of which is attached hereto as Exhibit B and is incorporated herein for all purposes; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "A", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year**. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **August 20, 2017** and expire on **August 19, 2018** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

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

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

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

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:
Ergon Asphalt & Emulsions, Inc.
R.M. McKemie, Vice President
11612 RM 2244, Building 1, Suite 250
Austin, Texas 78738

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

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

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

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

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

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

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court of Buyer does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each

budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

EXECUTED effective as of the day and year first above written.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

ERGON ASPHALT & EMULSIONS, INC.

By:_____
Printed Name: _____
Title: _____

EXHIBIT “A”

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

EXHIBIT “B”

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

May 1, 2017

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY-(all funding sources)**
Request for Bids -***"SS-1 Emulsified Asphalt and Delivery Services"***
RFB Bid No: 2017-055a-05-17-SMA

Dear Gentleman/Ladies:

Enclosed, please find the Request for Bids (RFB) packet**. Modifications and new requirements** have been added and implemented. Carefully read and review all instructions, Legal Notice, Requirements and/or 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 4865.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/Fax:(956) 292-7612

TABLE OF CONTENTS
REQUEST FOR BIDS (RFB)

HIDALGO COUNTY
(All Funding Sources)
"SS-1 Emulsified Asphalt and Delivery Services"
RFB NO: 2017-055a-05-17-SMA

ITEM	DESCRIPTION	NO. OF PAGES
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2.	Request for Bid, **LEGAL NOTICE**	8
3.	**EXHIBIT-A,** Specifications/Requirements	4
4.	**EXHIBIT-B**, Bid Page	1
5.	**EXHIBIT-C,** Insurance Requirements	4
6.	**EXHIBIT-D,**(CIQ) Conflict of Interest Questionnaire	2
7.	**EXHIBIT-E,** Vendor/Bidder Application and W-9 form(s)	6
8.	**EXHIBIT-F,** Certification Regarding Debarment	1
9.	**EXHIBIT-G,** Title VI Appendices "A" through "E"	5
10.	Draft Requirements Agreement	8
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, CPPB, Purchasing Agent

May 1, 2017
Date

Revised 09/13/16

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY
(All funding sources)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

RFB No.: 2017-055a-05-17--SMA

Bid No: 2017-055a-05-17-SMA	Buyer : Sandra Montalvo	Tel. No: (956) 318-2626 ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY
(All funding sources)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

BID OPENING DATE: May 17, 2017@ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03
REVISED 09/9/16

1) Sealed bids will be received for ***"HIDALGO COUNTY-"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"*** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2) **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.: 2017-055a-05-17-SMA** *"HIDALGO COUNTY-SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"* and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281,Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, May 17, 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.: 2017-055a-05-17-SMA "*HIDALGO COUNTY"-SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES".* Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your bid:

1) Legal Notice (See page 8);
2) Bid Page (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 of goods and/or services:**

- 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.: 2017-055a-05-17-SMA SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"* Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17) SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**May 17 , 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) County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b) The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c) Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20) ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

21) DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit E, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that

require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

22) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2016-055a), 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 via email to: sandra.montalvo@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23) If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

24) Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25) Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

26) Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

27) Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

28) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

29) Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

30) Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

32) The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

HIDALGO COUNTY (all funding sources)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

BID NO.: 2017-055a-05-17-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements

REQUEST FOR BIDS

HIDALGO COUNTY
(All funding sources)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

RFB No.: 2017-055a-05-17--SMA

EXHIBIT "A"

Specifications/Requirements
Hidalgo County
(All Funding Sources)
"SS-1 Emulsified Asphalt and Delivery Services"
Bid No: 2017-055a-05-17-SMA

SCOPE OF SERVICES:

Hidalgo County is seeking an annual contract from qualified vendors to supply and deliver ***SS-1 Emulsified Asphalt*** to the following locations but not limited to and on **"as needed basis"**. SS-1 Emulsified Asphalt shall conform to the specifications according to the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, adopted in 2004. Item 300, Asphalts, Oils, and Emulsions.

REQUIREMENTS/ SPECIFICATONS:

The following are the minimum requirements accepted.

- **Product Specifications for SS-1 EMULSIFIED ASPHALT**
  Emulsified asphalt must be homogeneous, not separate after thorough mixing, and meet the requirements in Table 1.

TABLE 1:

Emulsified Asphalt SS-1

PROPERTY	MIN	MAX	AASHTO Test Method
SAYBOLT FUROL VISCOSITY 77 °, sec (SFS) 122°, sec (SFS)	20 ----	100 ----	T-72
SIEVE TEST, %	---	0.1	T-59
MISCIBILITY	PASS		T-59
CEMENT MIXING, %	---	2.0	T-59
COATING ABILITY & WATER RESISTANCE: Dry aggregate/after spray Wet aggregate/after spray	--- ---		T-59
DEMULSIBILITY, 35ML OF 0.02 N $CAC1_2$, %	---	---	T-59
STORAGE STABILITY 1 DAY, %	---	1	T-59
FREEZING TEST, 3 cycles[1]	PASS		T-59
DISTILLATION TEST: Residue by distillation, % by wt. Oil distillate, % by volume of emulsion	60	--- 0.5	T-59
TEST ON RESIDUE FROM DISTILLATION: Penetration @ 77°F, 100g, 5 sec Solubility in trichloroethylene, % Ductility @ 77°, 5 cm/min, cm Float Test @ 140°F, sec	 120 97.5 100 ---	 160 --- --- ---	 T-49 T-44 T-51 T-50

1) Applies only when the Engineer designates material for winter use.

Use storage and application temperatures in accordance with Table 2. Store and apply materials at the lowest temperature yielding satisfactory results. Follow the manufacturer's instructions for any agitation requirements in storage. Manufacturer's instructions regarding recommended application and storage temperatures superseded those of Table 2.

TABLE 2:
Storage and Application Temperatures

Type-Grade	Recommended Application Range, (°F)	Application Maximum Allowable, (°F)	Storage Maximum, (°F)
Emulsified Asphalt SS-1	50-130	140	140

- Material – bid price by the gallon delivered by vendor
- **MSDS must be submitted with bid and kept current during the contract period.**

LOCATIONS/DELIVERY INSTRUCTIONS:
All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the user department.

Vendor must supply Pump and Hose (For Unloading).

a) Precinct #1 – Sunrise Hill Mile 11 North 1 ½ East of 1015, Mercedes, TX.

b) Precinct #2- 4011 So. Veterans Blvd, San Juan, TX.

c) Precinct #3- 7 Mile Line & Iowa Road Mission, TX.

d) Precinct #4 – 1102 North Doolittle, Edinburg, TX.

1) **QUANTITY:**
Hidalgo County will purchase material on an "AS NEEDED BASIS ONLY". Thus it is agreed and understood that the County will purchase no more material than is needed.

2) **CONTRACT TERM:**

a) The term of the bid contract will be for a period of one (1) year. Price stated in the bid submitted will remain **firm** through the contract period.

b) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays of award of new bid for the next contract term.

c) The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County within a thirty (30) day written notice prior to cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award cancelled contract to next lowest bidder as it deems to be in the best interest of the County.

3) **VENDORS PERFORMANCE:**

Hidalgo County reserves the right to enforce the performance for 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 of this contract. Non-Performance of the bidder in terms of specifications and/or requirements shall be a basis for the termination of the contract by the County.

4) **DEFAULT:**

a) The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity twenty-four (24) hours prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.

b) Bidder(s) agree(s) that in the event "SS-1 Emulsified Asphalt" is unavailable from bidder(s) own inventory, bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County at the same rates/fees, terms and conditions. After the bid is awarded and in the event the awarded bidder(s) cannot provide ***"SS-1 Emulsified Asphalt"*** to Hidalgo County, HIDALGO COUNTY will seek goods/services from the next compliant vendor or other sources and will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item.

5) **TERMINATION:**

Termination, by the county may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving thirty (30) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice.

6) TERMS AND CONDITIONS:

a) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

b) Hidalgo County reserves the right to award to **one (1) or multiple bidders**, whichever is in the best interest of the County.

c) Insurance requirements for this project are to be maintained throughout the contract term (refer to Limits in Exhibit "C").

d) The bidder(s) awarded the contract **cannot** engage the services of a subcontractor without prior written consent of Hidalgo County to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

e) Should the County require testing of the material to verify conformance to specifications at any time during the contract period, it will be at the Contractor's expense.

f) In the event the material furnished does not meet the entire County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the county reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

g) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

h) County may seek purchases from State awarded vendors or any cooperative purchasing programs, whenever it is in the best interest to do so.

ADDITIONAL INFORMATION:

a) Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 South Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

b) All cost and expenses associated with the preparation and submission of all (Bid, Proposals, Statements of Qualifications (RFQ) and Quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County

RFB QUESTIONS & ANSWERS

c) All written inquires (if any) will be accepted via e-mail to: sandra.montalvo@co.hidalgo.tx.us no later than Monday, May 08, 2017 at 5:00 pm. Said responses to inquires will be emailed to all applicants via e-mail by **no later than Wednesday, Wedneday May 10, 2017 by 5:00 pm.**

EXHIBIT "B"

Bid Page

REQUEST FOR BIDS

HIDALGO COUNTY
(All funding sources)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

RFB No.: 2017-055a-05-17--SMA

EXHIBIT-"B"

BID PAGE

Hidalgo County

(All Funding Sources)

"SS-1 Emulsified Asphalt and Delivery Services"

Bid No: 2017-055a-05-17-SMA

For Internal Use Only –Commodity Code: 745-08 Asphalt, Emulsified

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

The term of the bid contract will be for a period of one (1) year. **Price stated in the bid submitted will remain firm through the contract period** and will be only on an "**As needed Basis".**

- **Bid Price by the Gallon (Freight to be Included)**
- **Vendor Must Supply Pump and Hose (For unloading)**

PRICE PER GALLON (DELIVERED)	**UNIT PRICE**	DEMURRAGE CHARGE PER HOUR: (will commence two (2) hours after arrival)
LOADS OF 5,000 GALLONS OR MORE Cost are to be Net F.O.B., destination	$_____ /Gal.	$_____ Hour
LOADS OF 4,000–4,999 GALLONS Cost are to be Net F.O.B, destination	$_____ /Gal.	$_____ Hour
LOADS OF 3,000–3,999 GALLONS Cost are to be Net F.O.B., destination	$_____ /Gal.	$_____ Hour
LOADS OF 2,000 – 2,999 GALLONS Cost are to be Net F.O.B., destination	$_____ /Gal.	$_____ Hour
LOADS OF 1,000 – 1,999 GALLONS Cost are to be Net F.O.B; destination	$_____ /Gal.	$_____ Hour

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER INFORMATION-INDICATE BRANCH & PHONE NUMBER (if applicable for ordering purposes)

Company's Name: _____

Address: _____ **/Branch Address:** _____

City/State/Zip Code: _____

Phone Number: _____ **Fax No.:** **Cell No.:** _____

Branch No.: _____ **Fax No. :** _____

Authorized Signature: _____

Email Address: _____

Print Name: _____ **Date:** / /

Title: _____

EXHIBIT "C"

Insurance Requirements

REQUEST FOR BIDS

HIDALGO COUNTY

(All funding sources)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

RFB No.: 2017-055a-05-17--SMA

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

EXHIBIT "C"

Insurance Requirements

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

EXHIBIT "C"
Insurance Requirements
Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "C"

Insurance Requirements

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

Conflict Of Interest Questionnaire (CIQ Form)

HIDALGO COUNTY
(All funding sources)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

RFB No.: 2017-055a-05-17--SMA

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT "E"

Vendor's Application
&
W-9 Form

HIDALGO COUNTY
(All funding sources)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

RFB No.: 2017-055a-05-17--SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	**Signature of U.S. person** ▶	**Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT "F"

Certification of Regarding Debarment

REQUEST FOR BIDS

HIDALGO COUNTY
(All funding sources)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

RFB No.: 2017-055a-05-17--SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "G"

Title VI Appendices (A-E)

REQUEST FOR BIDS

HIDALGO COUNTY
(All funding sources)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

RFB No.: 2017-055a-05-17--SMA

EXHIBIT "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

HIDALGO COUNTY
(Including all funding sources)
REQUEST FOR BIDS
"SS-1 Emulsified Asphalt and Delivery Services"
RFB No.: 2017-055a-05-17-SMA

RFB SUBMITTAL CHECK LIST

All forms listed below must be included in the RFB response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Exhibit "B" Bid Page

_____ Exhibit "C"-Acknowledgement forms

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt (if applicable)

_____ Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ SAMS.gov Registration Acknowledgement www.sam.gov

One (1) Original, Three (3) Copies of Bid(s) (see number 2 of Legal Notice).

_____ MSDS must be submitted with bid

BID PAGE

OPENED
9:15 5-17-17

Witnessed

EXHIBIT-"B"
BID PAGE
Hidalgo County
(All Funding Sources)
"SS-1 Emulsified Asphalt and Delivery Services"
Bid No: 2017-055a-05-17-SMA
For Internal Use Only –Commodity Code: 745-08 Asphalt, Emulsified

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

The term of the bid contract will be for a period of one (1) year. **Price stated in the bid submitted will remain firm through the contract period** and will be only on an "**As needed Basis".**

- **Bid Price by the Gallon (Freight to be Included)**
- **Vendor Must Supply Pump and Hose (For unloading)**

PRICE PER GALLON (DELIVERED)	UNIT PRICE	DEMURRAGE CHARGE PER HOUR: (will commence two (2) hours after arrival)
LOADS OF 5,000 GALLONS OR MORE Cost are to be Net F.O.B., destination	$ 1.8812 /Gal.	$ 80.00 Hour
LOADS OF 4,000–4,999 GALLONS Cost are to be Net F.O.B, destination	$ 1.9265 /Gal.	$ 80.00 Hour
LOADS OF 3,000–3,999 GALLONS Cost are to be Net F.O.B., destination	$ 2.0020 /Gal.	$ 80.00 Hour
LOADS OF 2,000 – 2,999 GALLONS Cost are to be Net F.O.B., destination	$ 2.1529 /Gal.	$ 80.00 Hour
LOADS OF 1,000 – 1,999 GALLONS Cost are to be Net F.O.B; destination	$ 2.6059 /Gal.	$ 80.00 Hour

Ergon Asphalt & Emulsions, Inc.
a company that works

SAFETY DATA SHEET

1. Identification

Product identifier **SS**

Other means of identification Not available.

Synonym(s) SS-1, SS-1h, Tack

Recommended use Not available.

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Manufacturer: Ergon Asphalt & Emulsions, Inc.

Address: P. O. Box 1639
Jackson, MS 39215-1639

Website: www.ergonasphalt.com

Telephone: 1-800-222-7122 (Customer Service)

E-mail: sds@ergon.com

24 hour Emergency (CHEMTREC): North America 1-800-424-9300; International 1-703-527-3887

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Not classified.

Environmental hazards Not classified.

OSHA defined hazards Not classified.

Label elements

Hazard symbol None.

Signal word None.

Hazard statement The mixture does not meet the criteria for classification.

Prevention Observe good industrial hygiene practices.

Response Wash hands after handling.

Storage Store away from incompatible materials.

Disposal Dispose of waste and residues in accordance with local authority requirements.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information Not applicable.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
ASPHALT		8052-42-4	50 - 70
WATER		7732-18-5	25 - 45
PROPRIETARY INGREDIENTS		N/A	< 5
Other components below reportable levels			0.9999999999

4. First-aid measures

Inhalation If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist.

Skin contact If clothing sticks to the skin, do not remove. Lotion or hand cream may aid in the removal of asphalt. Wash contact areas with soap and water. If needed, seek medical attention.

Eye contact Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention if irritation develops and persists.

Ingestion Rinse mouth. DO NOT induce vomiting. Get medical attention immediately. If ingestion of a large amount does occur, call a poison control center immediately.

Most important symptoms/effects, acute and delayed	...t contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Foam. Dry chemical powder. Carbon dioxide (CO2).
Unsuitable extinguishing media	Water. Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA. Structural firefighters protective clothing will only provide limited protection.
Fire-fighting equipment/instructions	ALWAYS stay away from tanks engulfed in flame. Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Move containers from fire area if you can do so without risk. In the event of fire, cool tanks with water spray.
Specific methods	In the event of fire and/or explosion do not breathe fumes. In the event of fire, cool tanks with water spray.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	This product is miscible in water. Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb in vermiculite, dry sand or earth and place into containers. Prevent entry into waterways, sewer, basements or confined areas. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. Absorb or cover with dry earth, sand or other non-combustible material and transfer to containers. Ventilate area and avoid breathing vapors or mist. For large spills, dike far ahead of liquid spill for later disposal. Do not release into sewers or waterways.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Avoid prolonged exposure. Use only in well-ventilated areas. Hydrogen sulfide, a very highly toxic gas, may be present with this material. Keep face clear of tank and/or tank car openings. Good personal hygiene is necessary. Wash hands and contaminated areas with water and soap before leaving the work site.
Conditions for safe storage, including any incompatibilities	Prevent electrostatic charge build-up by using common bonding and grounding techniques. Store in original tightly closed container. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS). Do not allow material to freeze.

8. Exposure controls/personal protection

Occupational exposure limits

US. ACGIH Threshold Limit Values

Components	Type	Value	Form
ASPHALT (CAS 8052-42-4)	TWA	0.5 mg/m3	Inhalable fraction.

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value	Form
ASPHALT (CAS 8052-42-4)	Ceiling	5 mg/m3	Fume.

Biological limit values No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls	ıde adequate ventilation, including appropriate loc ıraction, to ensure that the defined occupational exposure limit is not exceeded.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Wear safety glasses with side shields (or goggles).
Hand protection	Chemical resistant gloves are recommended. If contact with forearms is likely wear gauntlet style gloves.
Other	Wear appropriate chemical resistant clothing.
Respiratory protection	Not available.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance	Viscous liquid
Physical state	Liquid.
Form	Liquid.
Color	Brown to Black
Odor	Tar-like
Odor threshold	Not available.
pH	9.6 - 10.6
Melting point/freezing point	Not available.
Initial boiling point and boiling range	212 °F (100 °C)
Flash point	> 400.0 °F (> 204.4 °C) Cleveland Open Cup
Evaporation rate	<= 1
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	< 20 mm Hg @ 70°F
Vapor density	>= 1
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	> 700 °F (> 371.11 °C)
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	8.30 - 8.50 lb/gal
Percent volatile	< 2 %
Specific gravity	1.01

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Stable under normal temperature conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.

Conditions to avoid	d temperatures exceeding the flash point. Contact incompatible materials. Do not overheat product.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	Upon decomposition, this product may yield sulfur dioxide, carbon monoxide, carbon dioxide and/or low molecular weight hydrocarbons. Hydrogen sulfide.

11. Toxicological information

Information on likely routes of exposure

Ingestion	Expected to be a low ingestion hazard.
Inhalation	Prolonged inhalation may be harmful.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Harmful in contact with eyes.
Symptoms related to the physical, chemical and toxicological characteristics	Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity Not available.

Product	Species	Test Results
SS (CAS Mixture)		
Acute		
Other		
LD50	Mouse	4000 mg/kg estimated

* Estimates for product may be based on additional component data not shown.

Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.
Serious eye damage/eye irritation	Harmful in contact with eyes. None known.

Respiratory or skin sensitization

Respiratory sensitization	Not available.
Skin sensitization	May cause skin disorders if contact is repeated or prolonged.
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	Risk of cancer cannot be excluded with prolonged exposure.

IARC Monographs. Overall Evaluation of Carcinogenicity

ASPHALT (CAS 8052-42-4) 2B Possibly carcinogenic to humans.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity	Not classified.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not available.
Chronic effects	Prolonged exposure may cause chronic effects.
Further information	This product has no known adverse effect on human health.

12. Ecological information

Ecotoxicity Not expected to be harmful to aquatic organisms.

Product		Species	Test Results
SS (CAS Mixture)			
Crustacea	EC50	Daphnia	3459 mg/l, 48 hours estimated
Fish	LC50	Fish	12500 mg/l, 96 hours estimated

* Estimates for product may be based on additional component data not shown.

Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.

Other adverse effects ther adverse environmental effects (e.g. ozone de, on, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Disposal recommendations are based on uncontaminated material. Dispose in accordance with all applicable regulations. When this product as supplied is to be discarded as waste, it does not meet the definition of a RCRA waste under 40 CFR 261.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code Not applicable.

Waste from residues / unused products Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions). Avoid discharge into water courses or onto the ground.

Contaminated packaging Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

Not regulated as dangerous goods.

IATA

Not regulated as dangerous goods.

IMDG

Not regulated as dangerous goods.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not available.

15. Regulatory information

US federal regulations All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

ASPHALT (CAS 8052-42-4) Listed.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - No
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations WARNING: This product contains a chemical known to the State of California to cause cancer.

US. Massachusetts RTK - Substance List

ASPHALT (CAS 8052-42-4)

US. New Jersey Worker and Community Right-to-Know Act

Not regulated.

US. Pennsylvania RTK - ardous Substances

ASPHALT (CAS 8052-42-4)

US. Rhode Island RTK

Not regulated.

US. California Proposition 65

WARNING: This product contains a chemical known to the State of California to cause cancer.

US - California Proposition 65 - CRT: Listed date/Carcinogenic substance

ASPHALT (CAS 8052-42-4) Listed: January 1, 1990

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 03-31-2015

Version # 01

References

ACGIH
EPA: AQUIRE database
NLM: Hazardous Substances Data Base
US. IARC Monographs on Occupational Exposures to Chemical Agents
IARC Monographs. Overall Evaluation of Carcinogenicity
National Toxicology Program (NTP) Report on Carcinogens
ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text. The information in the sheet was written based on the best knowledge and experience currently available.

EXHIBIT “C”

CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

4/30/2018

DATE (MM/DD/YYYY) 4/11/2017

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 LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1407257 Ergon Asphalt & Emulsions, Inc. 2829 Lakeland Drive Flowood MS 39232	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE American Insurance Company — 22667 INSURER B : National Fire and Marine Insurance Co — 20079 INSURER C : Agri General Insurance Company — 42757 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 14033755. REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	XSLG27866001	4/30/2017	4/30/2018	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 $ 1,000,000 $ XXXXXXX $ 1,000,000 $ 2,000,000 $ 2,000,000
A A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	ISAH09055496 ISAH09055502	4/30/2017 4/30/2017	4/30/2018 4/30/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	42-UMO-302493-02	4/30/2017	4/30/2018	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLRC49114539 (AOS) WLRC64409530 (TN)	4/30/2017 4/30/2017	4/30/2018 4/30/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ XXXXXXX $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

14033755
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg TX 78539

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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All policies (except Workers' Compensation/EL) include a blanket automatic Additional Insured endorsement [provision] that confers Additional Insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an Additional Insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an Additional Insured under the policy.

All policies include a blanket automatic Waiver of Subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the Waiver of Subrogation feature does not apply.

Named Insured Schedule

Ergon, Inc.
Ergon - West Virginia, Inc.
Ergon Refining, Inc.
Ergon BioFuels, LLC
Ergon BioSciences, Inc.
Ergon Asphalt & Emulsions, Inc.
Crafco, Inc.
Paragon Technical Services, Inc.
Paving Maintenance Supply, Inc.
Telfer Pavement Technologies, LLC
Ergon Terminaling, Inc.
Ergon Oil Purchasing, Inc.
Ergon - Baton Rouge, Inc.
Ergon - Ironton, LLC
Ergon - Knoxville, Inc.
Ergon - St. James, Inc.
Ergon - Texas Pipeline, Inc.
Ergon Acquisition Corp.
Ergon Foundation, Inc.
Ergon Securities, Inc.
Big Valley, LLC
Ergon Properties, Inc.
ISO Panels, Inc.
Magnolia Marine Transport Company
Ergon Marine & Industrial Supply, Inc.
Ergon Trucking, Inc.
Diversified Technology, Inc.
LLWR, LLC
M & L Properties, LLC
Mirror Lake Building, LLC
Mirror Lake Land Company
Pearl Street Parking LLC
PruGON Properties LLC
Crafco (Wuxi) Pavement Preservation Equipment Co., Ltd.
Ergon - Latin America, LLC

Ergon - Asia, Inc.
Ergon Asia (Hong Kong) Limited
Ergon Mexico S de R.L. de C.V.
Ergon International, Inc. (Formerly Ergon Europe, MEA, Inc.)
Bay Harbour Development, LLC
Grand Harbour Development, LLC
Specialty Process Fabricators, Inc.
Ergon Energy Associates, LLC
Ergon Energy Partners, LP
Flowood Oil, LLC
Ergon Exploration, Inc.
Ergon Production, Inc.
MSLATX Pipeline Company
Kearney Park Farms, Inc.
Lampton-Love, Inc.
Lacox Propane Gas Company
Blossman L. P. Gas Service, Inc.
Harrell Gas, Inc.
Lacox, Inc.
Lampton-Love Gas Company
Lampton-Love of Magee, Inc.
Lampton-Love of Pelahatchie, Inc.
Liquefied Petroleum Gas Management, Inc.
Allgas, Inc.
Allgas, Inc., of Montgomery
Allgas, Inc., of TN
Magnolia Gas, Inc.
Natchez Butane, Inc.
Petroleum Distributor of Jackson, Inc.
Progas Inc.
Southern Propane, Inc.
Starkville L.P. Gas, Inc.
Process Oils, Inc.
Chemical Marketing Associates DBA Process Oils, Inc.
Telfer Geosynthetics
Telfer Highway Technologies, LLC
Telfer Oil Company
Continental Western Transportation Co., Inc.

Ergon-Frazier Development I, LLC
Bunge-Ergon Renewable Energy, LLC
Ergon Asphalt Products - Coolidge, Inc. (Dissolved 10/8/2010)
Ergon Asphalt Products, Inc.
Lampton-Love Trucking, Inc.
Mainstreet Builders, Inc. (Corporation dissolved 6/30/10)
Pearl Street Properties, Inc. (Dissolved 08/11/2010)
Solquim, C.A. (Sold March 2007)
Flowood Properties LLC (Dissolved 01/23/2007)
Georgia Emulsions, LLC (dissolved 10/21/2010)
Bunge-Ergon Vicksburg, LLC
Ergon Ethanol, Inc.
Ergon Asphalt & Emulsions, Inc. dba Ergon Armor
Ergon Maintenance Services, A Division of Ergon Terminaling, Inc.
Ergon Asphalt Holding, LLC
Telfer Pavement Technologies (Southeast), LLC
Ergon Moda St. James, LLC
Ergon Oil (Singapore) Pte. Ltd
Ergon Oil (Indonesia)

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:
2017-205906

Date Filed:
05/11/2017

Date Acknowledged:
05/18/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ergon Asphalt & Emulsions, Inc.
Austin, TX United States

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.

RFB No. 2017-055a-05-17-SMA
SS-1 Emulsified Asphalt and Delivery Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
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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.

ELIZABETH K. ROE NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-5-2019

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said R. M. McKemie, this the 11th day of May, 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
Elizabeth K. Roe	Elizabeth K. Roe	Notary Public

AI-59979 **Purchasing Department** **21. A. 2.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presenting/recommending the vendor submitting the lowest and best bid and approval of a Service Contract with GunCo Arms, LLC [meeting all specifications and/or requirements] for "Purchase of Firearms" for Hidalgo County Sheriff's Office Bid No. 2017-118-05-10-HGO.

BACKGROUND

Contract term - two (2) years (on an as needed basis) commencing on June 14, 2017, and expiring on June 13, 2019, with the County's sole option to continue the contract for an additional two (2) one (1) year terms.
Packets requested and distributed - 22
Packets received - 3

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-280-001-0-660

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

BUDGETARY IMPACT:

Funds available as of 6-9-17

Attachments

HB1295
Legal Approval
Contract
insurance

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/02/2017 02:27 PM
Budget & Management	Veronica Ortiz	06/02/2017 02:29 PM
Ivan Cantu	Ivan Cantu	06/09/2017 02:36 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Heidi Ortiz		Started On: 05/24/2017 11:06 AM
Final Approval Date: 06/09/2017		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-217541

Date Filed:
06/02/2017

Date Acknowledged:
06/02/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GunCo Arms, LLC
Wichita Falls, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Sheriff's Dept

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-17-118-06-13
Purchase of Firearms

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.
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C-17-118-06-13
Purchase of Firearms

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.

JOSHUA LEROY MCWHORTER NOTARY PUBLIC STATE OF TEXAS NOTARY ID 12970654-9 2/7/2018

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Travis Williams, this the 2nd day of June, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Joshua LeRoy McWhorter | Notary Public

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Zimbra **heidi.ortiz@co.hidalgo.tx.us**

Re: C-17-118-06-13 - Purchase of Firearms

From : Robert Vina <robert.vina@da.co.hidalgo.tx.us> Wed, May 31, 2017 04:41 PM

Subject : Re: C-17-118-06-13 - Purchase of Firearms

To : Heidi Garcia Ortiz <heidi.ortiz@co.hidalgo.tx.us>

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

Good Afternoon Heidi,
We have reviewed the contract for purchase of firearms (C-17-118-06-13) with GunCo and approve it as to form. Please let us know if you have and 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.**

****

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-118-06-13

THIS CONTRACT is made and entered into this 13th day of June, 2017 by and between the **County of Hidalgo, Texas** ("County"), **acting by and through its' Sheriff's Office, a political subdivision of the State of Texas** ("Department"), and *GunCo Arms, LLC* ("Company").

WHEREAS, Company responded to a request for bids for the "Purchase of Firearms", 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 Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby 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 Two (2) years , **(on an as needed basis),** commencing on June 14, 2017 and expiring on June 13, 2019 and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. 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 unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. **Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.**

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

With copy to: Hidalgo County Sheriff's Office
711 E. Cibolo Road
Edinburg, Texas 78541

If to Company: GunCo Arms, LLC
1002 Central Freeway
Wichita Falls, TX 76306

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.

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:_____

By:_____

Printed Name:_____

Title:_____

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:
Office of District Attorney

By: _____
Robert Vina, III
Assistant District Attorney

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

April 24, 2017

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY SHERIFF'S OFFICE (all funding sources, programs & entities)**
Request for Bids -**"Purchase of Firearms"**
RFB Bid No: 2017-118-05-10-HGO

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 4877.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/*hgo*
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 SHERIFF'S OFFICE
"PURCHASE OF FIREARMS"
RFB NO: 2017-118-05-10-HGO

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Bid Letter	1
2.	Request for Bid, **Legal Notice**	8
3.	Exhibit A, Specifications	7
4.	Exhibit B, Bid Page	3
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	9
11.	RFB Submittal Checklist	1

The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB, Purchasing Agent

4-24-17

Date

Revised 09/13/16

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE
"PURCHASE OF FIREARMS"

BID OPENING DATE

May 10, 2017

Contact Person: Heidi Garcia Ortiz, Buyer III

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 SHERIFF'S OFICE -"PURCHASE OF FIREARMS"** 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"). A 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 and **One (1)** CD in PDF Format 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.: 2017-118-05-10-HGO "HIDALGO COUNTY SHERIFF'S OFFICE – PURCHASE OF FIREARMS"** 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, *May 10, 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 ""HIDALGO COUNTY SHERIFF'S OFFICE – PURCHASE OF FIREARMS" RFB NO.: 2017-118-05-10-HGO** Hidalgo County reserves the right to refuse and reject any/all bids and/or to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your bid:

   1. Legal Notice (See page 8);
   2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit "B"**);
   3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
   4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
   5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
   6. Certification Regarding Debarment (See **Exhibit "F"**); and
   7. SAMS.gov Registration Acknowledgement (See Number 18 below).

3. Hidalgo County reserves the right to A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalog 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. The 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 (if applicable).
- At least seventy-two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - "HIDALGO COUNTY SHERIFF'S OFFICE -RFB NO.: 2017-118-05-10-HGO "PURCHASE OF FIREARMS 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.	May 10, 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 by 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 the 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. The bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

21. DISCLOSURE OF CONFLICT OF INTEREST

. Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship

that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 RFB No.: 2017-118-05-10-HGO, 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 heidi.ortiz@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 a delay of the 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 COMMISSIONERS' 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. The 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 the successful bidder.

30. The 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 SHERIFF'S OFFICE
"PURCHASE OF FIREARMS"
BID NO.: 2017-118-05-10-HGO

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: _____

HIDALGO COUNTY SHERIFF'S OFFICE

"Purchase of Firearms"

RFB No.: 2017-118-05-10-HGO

EXHIBIT "A"

SPECIFICATIONS

Hidalgo County Sheriff's Office
Exhibit "A"
Specifications

SCOPE OF WORK:
Hidalgo County Sheriff's Office is seeking bids for "Purchase of Firearms" in accordance with the specifications/requirements specified herein. The County's goal is to provide the Hidalgo County Sheriff's Office with state of the art service weapons and the knowledge and training to attain maximum use and performance of the weapons.

SPECIFICATIONS/REQUIREMENTS:
Performance includes, but is not limited to the following:

1. The Vendor shall provide Sig Sauer P320 semi-automatic firearms. Weapons to be delivered on an as needed basis as requested by County through County purchase order (PO) issued by user department.

a.	Caliber	45 Auto
b.	Action	Semi-Auto
c.	Frame Size	Full-Size
d.	Frame Finish	Stainless Steel
e.	Frame Material	Stainless Steel
f.	Slide Finish	Nitron
g.	Slide Material	Stainless Steel
h.	Trigger	Striker
i.	Trigger Pull DA	6.5 lb (29 N)
j.	Trigger Pull SA	N/A
k.	Barrel Length	4.7 in (119 mm)

l.	Overall Length	8.0 in (203 mm)
m.	Overall Width	1.3 in (33 mm)
n.	Height	5.5 in (140 mm)
o.	Weight	29.5 oz (836 g)
p.	Sights	Night-Frt-8 Night-Rear-8
q.	Accessory	Rail M1913

2. The Vendor shall provide Sig Sauer P220 semi-automatic firearms. Weapons to be delivered on an as needed basis as requested by County through County purchase order (PO) issued by user department.

a.	Caliber	45 Auto
b.	Action	Semi-Auto
c.	Frame Size	Full-Size
d.	Frame Finish	Hard Coat Anodized
e.	Frame Material	Alloy
f.	Slide Finish	Nitron
g.	Slide Material	Stainless Steel

h.	Trigger	DA/SA
i.	Trigger Pull DA	10 lb (44 N)
j.	Trigger Pull SA	4.4 lb (20 N)
k.	Barrel Length	4.4 in (112 mm)
l.	Overall Length	7.7 in (196 mm)
m.	Overall Width	1.5 in (38 mm)
n.	Height	5.5 in (140 mm)
o.	Weight	30.4 oz (862 g)
p.	Sights	Night-Frt-8 Night-Rear-8
q.	Accessory	Sig Rail

3. BIDDER MUST HAVE A CURRENT FEDERAL FIREARMS LICENSE CLASS III

It is the intention of these specifications that the vendor hereunder shall furnish, and Hidalgo County shall purchase firearms covered by this contract which the County may require during the period of time specified.

4. In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

5. The Vendor shall designate a knowledgeable representative as the contact person. If a change in the company representative occurs, the Vendor shall immediately notify Hidalgo County.

6. Bidder shall comply with the provisions of the Occupational Safety and Health Act (OSHA) AND Standards and Regulations issued thereunder and certify that all items conform to and comply with said standards and regulations.

7. The award of a term contract neither implies nor guarantees any minimum or maximum purchase thereunder.

STANDARD TERMS & CONDITION:

1. The term of the contract is for one (1) year period with County's option to renew the contract for additional two (2) one (1) year terms under the same rates, terms, and conditions.

2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for the unforeseen delay in award of new bid for next contract term.

3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. After a bid is awarded and the low bidder defaults in meeting the general instructions to bidders and/or comply with a 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.

5. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates, terms, and conditions.

6. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to the cancellation.

7. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

8. **Bidders must have been in business for at least two years.**

9 Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

10. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

13. Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with the offeror. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of the 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 the time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for

items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **The Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Information:
All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The Responsibility Of The Bidder And No Reimbursements For Such Charges Or Expenses Shall Be Passed On To Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, May 3, 2017 AT 5:00 P.M., AT (956) 292-7612 OR BY EMAIL TO HEIDI.ORTIZ@CO.HIDALGO.TX.US. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE/EMAIL BY NO LATER THAN 5:00 P.M Friday,, May 5, 2017.

EXHIBIT "B"
Hidalgo County Sheriff's Office
"Purchase of Firearms"
RFB No. 2017-118-05-10-HGO

BID PAGE

		SIG SAUER P320
a.	Caliber	45 Auto
b.	Action	Semi-Auto
c.	Frame Size	Full-Size
d.	Frame Finish	Stainless Steel
e.	Frame Material	Stainless Steel
f.	Slide Finish	Nitron
g.	Slide Material	Stainless Steel
h.	Trigger	Striker
i.	Trigger Pull DA	6.5 lb (29 N)
j.	Trigger Pull SA	N/A
k.	Barrel Length	4.7 in (119 mm)
l.	Overall Length	8.0 in (203 mm)

m.	Overall Width	1.3 in (33 mm)
n.	Height	5.5 in (140 mm)
o.	Weight	29.5 oz (836 g)
p.	Sights	Night-Frt-8 Night-Rear-8
q.	Accessory	Rail M1913

SIG SAUER P320 $_____

SIG SAUER P220

a. Caliber	45 Auto
b. Action	Semi-Auto
c. Frame Size	Full-Size
d. Frame Finish	Hard Coat Anodized
e. Frame Material	Alloy
f. Slide Finish	Nitron
g. Slide Material	Stainless Steel
h. Trigger	DA/SA

i. Trigger Pull DA	10 lb (44 N)
j. Trigger Pull SA	4.4 lb (20 N)
k. Barrel Length	4.4 in (112 mm)
l. Overall Length	7.7 in (196 mm)
m. Overall Width	1.5 in (38 mm)
n. Height	5.5 in (140 mm)
o. Weight	30.4 oz (862 g)
p. Sights	Night-Frt-8 Night-Rear-8
q. Accessory	Sig Rail

SIG SAUER P220 **$_____**

.....

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
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
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[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.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-118-00-00

THIS CONTRACT is made and entered into this 00th day of Month, 2017 by and between the **County of Hidalgo, Texas** ("County"), **acting by and through its' Sheriff's Office, a political subdivision of the State of Texas** ("Department"), and _____ [*Insert Company Name*] ("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 Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby 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

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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 Two (2) years, **(on an as needed basis),** commencing on _____ ____ , 2017 and expiring on _____, 2019 and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. 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 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.

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7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. **Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.**

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

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With copy to: Hidalgo County Sheriff's Office
711 E. Cibolo Road
Edinburg, Texas 78541

If to Company: Company
Address
City, State Zip

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).

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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.

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.

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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: _____

By: _____

Printed Name: _____

Title: _____

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:
Office of District Attorney

By: _____
Robert Vina, III
Assistant District Attorney

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EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

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EXHIBIT "B"

REQUEST FOR BID

BID PAGE

DRAFT

EXHIBIT "C"

CERTIFICATE OF INSURANCE

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HIDALGO COUNTY SHERIFF'S OFFICE
(Including all funding sources, programs, and entities)
REQUEST FOR BIDS
"PURCHASE OF FIREARMS"

RFB No.: 2017-118-05-10-HGO

RFB SUBMITTAL CHECK LIST

All forms listed below must be included in the RFB response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Exhibit "B" Bid Page

_____ Exhibit "C" – Insurance Requirements Acknowledgement forms (page 3 & 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt. (if applicable)

_____ Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ SAMS.gov Registration Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) and One (1) CD in PDF Format (see number 2 Legal Notice).

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

EXHIBIT "B"

REQUEST FOR BID

BID PAGE

EXHIBIT "B"
Hidalgo County Sheriff's Office
"Purchase of Firearms"
RFB No. 2017-118-05-10-HGO

BID PAGE

		SIG SAUER P320
a.	Caliber	45 Auto
b.	Action	Semi-Auto
c.	Frame Size	Full-Size
d.	Frame Finish	Stainless Steel
e.	Frame Material	Stainless Steel
f.	Slide Finish	Nitron
g.	Slide Material	Stainless Steel
h.	Trigger	Striker
i.	Trigger Pull DA	6.5 lb (29 N)
j.	Trigger Pull SA	N/A
k.	Barrel Length	4.7 in (119 mm)
l.	Overall Length	8.0 in (203 mm)

m.	Overall Width	1.3 in (33 mm)
n.	Height	5.5 in (140 mm)
o.	Weight	29.5 oz (836 g)
p.	Sights	Night-Frt-8 Night-Rear-8
q.	Accessory	Rail M1913

SIG SAUER P320 Part No: W320F-45-BSS $ 422.56

SIG SAUER P220

a.	Caliber	45 Auto
b.	Action	Semi-Auto
c.	Frame Size	Full-Size
d.	Frame Finish	Hard Coat Anodized
e.	Frame Material	Alloy
f.	Slide Finish	Nitron
g.	Slide Material	Stainless Steel
h.	Trigger	DA/SA

i. Trigger Pull DA	10 lb (44 N)
j. Trigger Pull SA	4.4 lb (20 N)
k. Barrel Length	4.4 in (112 mm)
l. Overall Length	7.7 in (196 mm)
m. Overall Width	1.5 in (38 mm)
n. Height	5.5 in (140 mm)
o. Weight	30.4 oz (862 g)
p. Sights	Night-Frt-8 Night-Rear-8
q. Accessory	Sig Rail

SIG SAUER P220 Part No: W220R-45-BSS $ 635.33

.....

BIDDER/COMPANY NAME:	GunCo Arms, LLC
ADDRESS:	1002 Central Freeway
CITY/STATE/ZIP CODE:	Wichita Falls, TX 76306
PHONE & FAX NO.'S:	940-766-5760 Fax: 940-766-5769
CELLULAR & BEEPER NO.'S:	940-500-2086
AUTHORIZED SIGNATURE:	
PRINTED NAME:	Travis R. Williams
TITLE:	Law Enforcement Sales Representative

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD

GUNCO-1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2017

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 Ken Blanton Ins. Agency PO Box 1414 Gainesville, TX 76241 Chance Fenoglio 940-665-5524	CONTACT NAME: Chance Fenoglio PHONE (A/C, No, Ext): 940-665-5524 FAX (A/C, No): 940-668-6873 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Granite State Ins Co	
INSURED Gunco Arms LLC 1002 Central Fwy Wichita Falls, TX 76306	INSURER B : Progressive Insurance Company	
	INSURER C : Texas Mutual Insurance Co	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			02-LX-024059463	06/24/2016	06/24/2017	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
	N'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	GE OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY			02671045	09/15/2016	09/15/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO OWNED SCHEDULED						BODILY INJURY (Per person)	$
	AUTOS ONLY X AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			0001271299	06/16/2016	06/16/2017	PER STATUTE OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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GUNCO-1 OP ID: CF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/02/2017

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 Ken Blanton Ins. Agency PO Box 1414 Gainesville, TX 76241 Chance Fenoglio 940-665-5524	CONTACT NAME: Chance Fenoglio PHONE (A/C, No, Ext): 940-665-5524 FAX (A/C, No): 940-668-6873 E-MAIL ADDRESS:
INSURED Gunco Arms LLC 1002 Central Fwy Wichita Falls, TX 76306	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Granite State Ins Co INSURER B : Progressive Insurance Company INSURER C : Texas Mutual Insurance Co INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			02-LX-024059463	06/24/2016	06/24/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS			02671045	09/15/2016	09/15/2017	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A			0001271299	06/16/2016	06/16/2017	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

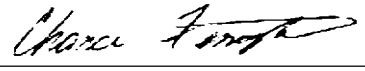
CERTIFICATE HOLDER

Hidalgo County Purchasing Dept
2812 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AI-60094 **Purchasing Department** **21. B. 1.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchase and enter into a (36) monthly subscription agreement for the (Online Services) with Thomson Reuters-West Publishing Corporation and authority to execute required agreement for the County Judge's Office through the following requisition # 343994 at $162.50 per month.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-413-00-110-006-0-340

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

BUDGETARY IMPACT:

Refer to line item transfer AI-60129 $1,137.50

Attachments

Westlaw-Thomson Reuter-Judges Office

Sam's.gov

Legal's approval

HB 1295

HB 1295 Acknowledgment

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/06/2017 04:15 PM
Budget & Management	Veronica Ortiz	06/06/2017 04:17 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Elena Gomez		Started On: 06/01/2017 03:15 PM
Final Approval Date: 06/09/2017		

THOMSON REUTERS

Order Form Order ID: Q-00037384

Contact your representative nate.whaley@thomsonreuters.com with any questions. Thank you.

Account Address

Account #: 1005005879

HIDALGO COUNTY JUDGES OFFICE

100 E CANO ST FL 2
EDINBURG
TX, 78539-4533
US

Shipping Address

Account #: 1005005879

HIDALGO COUNTY JUDGES OFFICE

100 E CANO ST FL 2
EDINBURG
TX, 78539-4533
US

Billing Address

Account #: 1005005879

HIDALGO COUNTY JUDGES OFFICE

100 E CANO ST FL 2
EDINBURG
TX, 78539-4533
US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products
See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	$162.50	36	3%

ProFlex Bridge

Service Material	Product	Bridge Monthly Charges	Bridge Term (Months)
40757482	WEST PROFLEX	$0.00	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and continue the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

For Window Products:Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 0% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. The Monthly Window will remain unchanged. . Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. In addition to the Monthly Charges, you are responsible for transactional usage charges in excess of the Monthly Window. Transaction charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of thi8ds order, no further action is needed.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-1-pro-small-law.pdf

http://static.legalsolutions.thomsonreuters.com/static/agreement/sch-a-caselogistix.pdf

The General Terms and Conditions, apply to all products ordered, except print and is located at http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf

The General Terms and Conditions for Federal Subscribers are located at http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf . If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- Westlaw Doc & Form Builder
- West km Software

- West LegalEdcenter
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

ACKNOWLEDGEMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order From on behalf of the Subscriber.

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

© 2017 West, a Thomson Reuters business. All rights reserved.

This Order Form will expire and will not be accepted after 8/4/2017.

Attachment

Contact your representative nate.whaley@thomsonreuters.com with any questions. Thank you.

Order ID: Q-00037384

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1005005879

PO Number:

SA ID:

GSA Funding:

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)

Contact Name: Jonathan Almanza

Email: jonathan.almanza@co.hidalgo.tx.us

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1005005879	HIDALGO COUNTY JUDGES OFFICE	100 E CANO ST FL 2 EDINBURG TX, 78539-4533	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Attorneys	42077868	Gvt State Analytical
1	Attorneys	42077751	Gvt National Primary Core

Online Contact Information

User		Email Address	Contact Description
Jonathan	Almanza	jonathan.almanza@co.hidalgo.tx.us	EML PSWD CONTACT

IP Address

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address

SAM Search Results
List of records matching your search for :

Search Term : thomson* reuters*
Record Status: Active

ENTITY THOMSON REUTERS SPECIAL SERVICES LLC Status:Active

DUNS: 827821757 +4: CAGE Code: 5BDA7 DoDAAC:

Expiration Date: May 22, 2018 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 1410 Spring Hill Road
City: McLean State/Province: VIRGINIA
ZIP Code: 22102-3058 Country: UNITED STATES

ENTITY THOMSON REUTERS (MARKETS) LLC Status:Active

DUNS: 147833446 +4: CAGE Code: 3G5G4 DoDAAC:

Expiration Date: May 3, 2018 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 3 Times Sq
City: New York State/Province: NEW YORK
ZIP Code: 10036-6564 Country: UNITED STATES

ENTITY Thomson Reuters (Tax & Accounting) Inc. Status:Active

DUNS: 117211693 +4: CAGE Code: 5VSU6 DoDAAC:

Expiration Date: May 4, 2018 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 2395 Midway Road
City: Carrollton State/Province: TEXAS
ZIP Code: 75006-2521 Country: UNITED STATES

ENTITY THOMSON REUTERS (TAX & ACCOUNTING) INC. Status:Active

DUNS: 145744962 +4: CAGE Code: 1SX66 DoDAAC:

Expiration Date: Apr 21, 2018 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 195 BROADWAY
City: NEW YORK State/Province: NEW YORK
ZIP Code: 10007-3100 Country: UNITED STATES

ENTITY West Publishing Corporation Status:Active

DUNS: 148508286 +4: CAGE Code: 89101 DoDAAC:

Expiration Date: Mar 25, 2018 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 610 Opperman Dr
City: Eagan State/Province: MINNESOTA
ZIP Code: 55123-1340 Country: UNITED STATES

ENTITY Thomson Reuters (GRC) Inc. Status:Active

DUNS: 079510000 +4: CAGE Code: 77YT9 DoDAAC:

Expiration Date: Mar 21, 2018 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 3 Times Square
City: New York State/Province: NEW YORK
ZIP Code: 10036-6564 Country: UNITED STATES

ENTITY THOMSON REUTERS FOUNDATION INC. Status:Active

DUNS: 962914581 +4: CAGE Code: 61QE2 DoDAAC:

Expiration Date: Nov 16, 2017 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 3 TIMES SQ LBBY F
City: NEW YORK State/Province: NEW YORK
ZIP Code: 10036-6564 Country: UNITED STATES

ENTITY THOMSON REUTERS (PROFESSIONAL) UK LTD Status:Active

DUNS: 227272184 +4: NCAGE Code: U0PZ4 DoDAAC:

Expiration Date: Jun 16, 2017 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: Aldgate House 33 Aldgate High Street
City: LONDON State/Province:
ZIP Code: EC3N 1DL Country: UNITED KINGDOM

Zimbra **elena.gomez@co.hidalgo.tx.us**

County Judge-WestLaw

From : Victor Garza <victor.garza@da.co.hidalgo.tx.us> Mon, Jun 05, 2017 (

1 att

Subject : County Judge-WestLaw

To : Elena Gomez <elena.gomez@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>

Ms. Gomez,

our office has reviewed the proposed Thomson Reuters Order for West I
West ProFlex subscription terms, and at this time approve as to the for
the agreement.

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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Updated_HIDALGO COUNTY JUDGES OFFICE - Westlaw Sales Order_West Order Fo... (1).pdf
168 KB

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:
2017-219115

Date Filed:
06/06/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
West Publishing Corporation
Eagan, MN 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 JUDGES OFFICE

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2017-179
WESTLAW/LEGAL RESEARCH TO HIDALGO COUNTY JUDGES

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

ALICIA A DEGROSS
Notary Public
State of Minnesota
My Commission Expires
January 31, 2020

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Alex Medrano, this the 6th day of June, 2017, to certify which, witness my hand and seal of office.

Alicia A. DeGross — Sr. Contract Administration and Compliance Associate

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:
2017-216525

Date Filed:
05/31/2017

Date Acknowledged:
06/01/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Thomson Reuters
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HIDALGO COUNTY JUDGES OFFICE

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2017-179
Westlaw/Legal Research to HIDALGO COUNTY JUDGES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
HIDALGO COUNTY JUDGES OFFICE	EDINBURG, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-60203 **Purchasing Department** **21. C. 1.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: David Fuentes, COMM. PCT. #1

Submitted By: Noemi De Los Rios, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

A. Requesting acceptance and approval of Certificate of Construction Completion as submitted by Texas Cordia Construction, LLC. reflecting the date of 2/03/17 for Paving & Drainage Improvements to Mile 14 1/2 (Mile 4 to Mile 6).
B. Requesting acceptance and approval of Application for Payment No. 6 (Retainage Release) in the amount of $31,478.30 as submitted by Texas Cordia Construction,LLC. for the provision of Paving & Drainage Improvements to Mile 14 1/2 (Mile 4 to Mile 6) under Contract# C-16-280-09-06.

BACKGROUND

Pct.1
Paving & Drainage Improvements to Mile 14 1/2 (Mile 4 to Mile 6) Texas Cordia. PO# 751919.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1350-431-00-121-216-0-721

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

BUDGETARY IMPACT:

Pct. 1
REQ# 308301 PO# 751919
Contract# C-16-280-09-06

Attachments

Cert. of Const. Completion Texas Cordia - Mile 14.5 (Mile 4 to Mile 6)
Appl for Pmt. 6 (Retainage) Texas Cordia - Mile 14.5

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Yolanda Velasquez	06/09/2017 01:44 PM
Budget & Management	Veronica Ortiz	06/09/2017 01:47 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM

Form Started By: Noemi De Los Rios Started On: 06/08/2017 09:03 AM
Final Approval Date: 06/09/2017

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON 3rd DAY OF February, 2017 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: September 06, 2016
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Texas Cordia Construction, LLC
OF THE CITY OF Edinburg STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Hidalgo County Pct. No. 1 - Paving & Drainage Improvements to: Mile 14 1/2 (Mile 4 to Mile 6)
CONTRACT NO: C-16-280-09-06
Located in or near the City/Precinct Of Weslaco / Precinct No. 1

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:
   None

2. That the sum of $0.00, 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	$620,631.00
Present Amount of Contract	$629,566.00
Total Amount of earned to Date	$629,566.00
Less: previous payments	$598,087.70
Balance	$31,478.30
Authorized deductions	$0.00
AMOUNTY OF FINAL PAYMENT	$31,478.30

Exhibit E-L

6. That the final payment in the amount of Thirty-One Thousand Four Hundred Seventy-Eight & Thirty Cents is now due and payable.

Engineer's Signature

CONCURRED BY:

Texas Cordia Construction, LLC
Contractor's Name

By: Yara M. Corbitt, P.E.

Title: CEO

CONCURRED BY:

City/Precinct

By: _____

Title: _____

CONCURRED BY:

Hidalgo County Judge

By: Ramon Garcia

Title: County Judge

Exhibit E-L

APPLICATION FOR PAYMENT NO. 6 (RETAINAGE)

To: **Hidalgo County** (OWNER)
From: **Texas Cordia Construction, LLC** (CONTRACTOR)
Contract: **C-16-280-09-06**
Project: **Hidalgo County Pct. 1-Paving & Drainage Improvements to: Mile 14 1/2 (Mile 4 to Mile 6)**
Owner's Contract No. **C-16-280-09-06** Engineer's Project No. _____
For Work accomplished through the date of: **February 27, 2017**

1. Original Contract Price:			$620,631.00
2. Net change by Change Order and Written Agreements(+or-):			$8,935.00
3. Current Contract Price (1 plus 2):			$629,566.00
4. Total completed and stored to date:			$629,566.00
5. Retainage (per Agreement):			
5% of completed Work:	$ -		
5% of stored material	$ -		
Total Retainage:			$0.00
6. Total completed and stored to date less retainage (4 minus 5)			$629,566.00
7. Less previous Application for Payments:			$598,087.70
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)			$31,478.30

Accompanying Documentation:

ESTIMATE QUANTITY WORKSHEET
SCHEDULE OF VALUES
LIST OF SUPPLIERS AND SUB CONTRACTORS
TxDOT Form 252 Contract Time Statement
PARTIAL WAIVER OF LIENS
PAYROLL

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 6 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: 3/29/2017

Texas Cordia Construction, LLC
CONTRACTOR

Yara M. Corbitt, P.E., CEO

State of **Texas**
County of **Hidalgo**
Subscribed and sworn to before me this 29th day of March, 2017

ISABEL G. MARTINEZ
My Notary ID # 128118614
Expires December 3, 2017

Notary Public
My Commission expires: 12/3/2017

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.
Date: 3/29/17

SAM Engineering & Surveying
ENGINEER

By: _____

Pct. 1
C.I.P.
7-1350-431-00-121-216-0-721

PO # 751919

INVOICE RECEIVED BY
Mimi (DP) on 6/5/17
GOODS/SERVICES RECEIVED BY:
Oscar Gonzales on 2/27/17

Texas Cordia Construction, LLC Contractor Name
10/25/2016 Starting Date
03/22/2017 Project Ending Date
5% Retainage Percent

Application No: **6 (RETAINGE)**
Application Date: **02/27/2017**
Period To: **02/27/2017**
Engineer Firm: **SAM Engineering & Surveying**

Summary

Contract No.	Project Name	Original Schedule Value	Change Order	Revised Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Material on Hand (MOH)	Retainage for MOH	Payment for MOH .	Payment for Application #1 Plus MOH	Application #2	Retainage for App #2	Payment for Application # 2	Application #3	Retainage for App #3	Payment for Application # 3	Application #4	Retainage for App #4	Payment for Application # 4	Application #5	Retainage for App #5	Payment for Application # 5	Application #6	Retainage for App #6	Payment for Application # 6	Total Complete to Date	Retainage to Date	Total Complete Less Retainage	Previous Payment	Balance to Finish
C-16-280-09-06	Hidalgo County Pct. 1-Paving & Drainage Improvements to: Mile 14 1/2 (Mile 4 to Mile 6)	$620,631.00	$8,935.00	$629,566.00	$73,275.00	$3,663.75	$69,611.25	$9,048.00	$452.40	$8,595.60	$78,206.85	$148,546.00	$7,427.30	$141,118.70	$239,357.00	$11,967.85	$227,389.15	$156,690.00	$7,834.50	$148,855.50	$2,650.00	$132.50	$2,517.50	$0.00	$0.00	$0.00	$629,566.00	$31,478.30	$598,087.70	$598,087.70	$0.00

Texas Cordia Construction, LLC	Contractor Name	Application No.:	6 (retainage)
10/25/2016	Starting Date	Application Date:	3/29/2017
3/22/2017	Project Ending Date	Period To:	2/27/2017
Hidalgo County Pct. 1-Mile 14 1/2 (Mile 4 to Mile 6)	Engineer's / County Project Description	Engineer's / County Project No.:	C-16-280-09-06

No.	Description	Unit	Original Schedule Value			Revised Schedule Value			Material on Hand			RFP 1			RFP 2			RFP 3			RFP 4			RFP 5			RFP 6			Total to Date	Balance To Finish	
			Rates	Quan	Dollars	Rates	Quan	Dollars	QTY to Date	Item Cost	Item Cost (Total)	RFP 1 Quan	QTY to Date	Item Cost (Monthly)	RFP 2 Quan	QTY to Date	Item Cost (Monthly)	RFP 3 Quan	QTY to Date	Item Cost (Monthly)	RFP 4 Quan	QTY to Date	Item Cost (Monthly)	RFP 5 Quan	QTY to Date	Item Cost (Monthly)	RFP 6 Quan	QTY to Date	Item Cost (Monthly)		Quan	Dollars
BASE BID																															
1	BARRICADES, SIGNS, AND TRAFFIC HANDLING COMPLETE IN PLACE	MO	$ 2,000.00	5	$ 10,000.00			$ -			$ -	1.00	1.00	$ 2,000.00	1.00	2.00	$ 2,000.00	1.00	3.00	$ 2,000.00	1.00	4.00	$ 2,000.00	1.00	5.00	$ 2,000.00		5.00	$ -	$ 10,000.00	-	$ -
2	18" RCP, CL III-DRIVEWAY AND TURNOUT COMPLETE IN PLACE	LF	$ 33.00	2126	$ 70,158.00			$ -			$ -	344.00	344.00	$ 11,352.00	1,782.00	2,126.00	$ 58,806.00		2,126.00	$ -		2,126.00	$ -		2,126.00	$ -		2,126.00	$ -	$ 70,158.00	-	$ -
3	INTERSECTION ACP TURNOUT (TY P1) COMPLETE IN PLACE	SY	$ 19.00	346	$ 6,574.00			$ -			$ -		0.00	$ -		0.00	$ -	346.00	346.00	$ 6,574.00		346.00	$ -		346.00	$ -		346.00	$ -	$ 6,574.00	-	$ -
4	DRIVEWAY REPAIR-ASPHALT COMPLETE IN PLACE	SY	$ 14.00	1500	$ 21,000.00			$ -			$ -		0.00	$ -		0.00	$ -		0.00	$ -	1,500.00	1,500.00	$ 21,000.00		1,500.00	$ -		1,500.00	$ -	$ 21,000.00	-	$ -
5	DRIVEWAY REPAIR-CONCRETE COMPLETE IN PLACE	SY	$ 27.00	364	$ 9,828.00			$ -			$ -		0.00	$ -		0.00	$ -	364.00	364.00	$ 9,828.00		364.00	$ -		364.00	$ -		364.00	$ -	$ 9,828.00	-	$ -
6	2" HMAC, TYPE D COMPLETE IN PLACE	SY	$ 8.00	24572	$ 196,576.00			$ -			$ -		0.00	$ -		0.00	$ -	10,647.00	10,647.00	$ 85,176.00	13,925.00	24,572.00	$ 111,400.00		24,572.00	$ -		24,572.00	$ -	$ 196,576.00	-	$ -
7	PRIME COAT ASPHALT MATERIAL (MC-30) COMPLETE IN PLACE	GAL	$ 5.00	4915	$ 24,575.00			$ -			$ -		0.00	$ -		0.00	$ -	2,457.00	2,457.00	$ 12,285.00	2,458.00	4,915.00	$ 12,250.00		4,915.00	$ -		4,915.00	$ -	$ 24,575.00	-	$ -
8	4" REWORK EXIST. BASE (STA:29+00 TO 115+66) COMPLETE IN PLACE	SY	$ 1.00	23810	$ 23,810.00			$ -			$ -		0.00	$ -	23,810.00	23,810.00	$ 23,810.00		23,810.00	$ -		23,810.00	$ -		23,810.00	$ -		23,810.00	$ -	$ 23,810.00	-	$ -
9	4" FL BS (DC)(CALICHE)(STA: 29+00 TO 115+66.67) COMPLETE IN PLACE	SY	$ 4.00	23810	$ 95,240.00			$ -			$ -		0.00	$ -	8,067.00	8,067.00	$ 32,268.00	15,743.00	23,810.00	$ 62,972.00		23,810.00	$ -		23,810.00	$ -		23,810.00	$ -	$ 95,240.00	-	$ -
10	3% LIME TREATMENT (STA: 29+00 TO 115+66.67) COMPLETE IN PLACE	TON	$ 195.00	83	$ 16,185.00			$ -			$ -		0.00	$ -	83.00	83.00	$ 16,185.00		83.00	$ -		83.00	$ -		83.00	$ -		83.00	$ -	$ 16,185.00	-	$ -
11	6" LIME TREATED SUBGRADE (STA:10+00 TO 29+00) COMPELTE IN PLACE	SY	$ 3.00	5290	$ 15,870.00			$ -			$ -	166.00	166.00	$ 498.00		166.00	$ -	5,124.00	5,290.00	$ 15,372.00		5,290.00	$ -		5,290.00	$ -		5,290.00	$ -	$ 15,870.00	-	$ -
12	4" FL BS (DC)(CALICHE)(STA: 10+00 TO 29+00) COMPLETE IN PLACE	SY	$ 5.00	5290	$ 26,450.00			$ -			$ -		0.00	$ -		0.00	$ -	5,290.00	5,290.00	$ 26,450.00		5,290.00	$ -		5,290.00	$ -		5,290.00	$ -	$ 26,450.00	-	$ -
13	4% LIME TREATMENT (STA:10+00 TO 29+00) COMPLETE IN PLACE	TON	$ 195.00	37	$ 7,215.00			$ -			$ -		0.00	$ -		0.00	$ -	37.00	37.00	$ 7,215.00		37.00	$ -		37.00	$ -		37.00	$ -	$ 7,215.00	-	$ -
14	CONSTRUCTION STAKING	LS	$ 5,650.00	1	$ 5,650.00			$ -			$ -	0.50	0.50	$ 2,825.00	0.50	1.00	$ 2,825.00		1.00	$ -		1.00	$ -		1.00	$ -		1.00	$ -	$ 5,650.00	-	$ -
15	ROADWAY STRIPING	LS	$ 10,000.00	1	$ 10,000.00			$ -			$ -		0.00	$ -		0.00	$ -		0.00	$ -	1.00	1.00	$ 10,000.00		1.00	$ -		1.00	$ -	$ 10,000.00	-	$ -
16	PREPARATION OF RIGHT-OF-WAY	STA	$ 300.00	106	$ 31,800.00			$ -			$ -	52.00	52.00	$ 15,600.00	54.00	106.00	$ 16,200.00		106.00	$ -		106.00	$ -		106.00	$ -		106.00	$ -	$ 31,800.00	-	$ -
17	MOBILIZATION	LS	$ 35,000.00	1	$ 35,000.00			$ -			$ -	1.00	1.00	$ 35,000.00		1.00	$ -		1.00	$ -		1.00	$ -		1.00	$ -		1.00	$ -	$ 35,000.00	-	$ -
18	TEMP. SEDMT CONT FENCE INSTALL	LF	$ 4.00	1900	$ 7,600.00			$ -			$ -	1500.00	1500.00	$ 6,000.00	400.00	1,900.00	$ 1,600.00		1,900.00	$ -		1,900.00	$ -		1,900.00	$ -		1,900.00	$ -	$ 7,600.00	-	$ -
19	TEMP. SEDMT CONT FENCE REMOVE	LF	$ 1.00	1900	$ 1,900.00			$ -			$ -		0.00	$ -		0.00	$ -	1,900.00	1,900.00	$ 1,900.00		1,900.00	$ -		1,900.00	$ -		1,900.00	$ -	$ 1,900.00	-	$ -
20	RCP-SAFETY END TREATMENT	EA	$ 650.00	8	$ 5,200.00			$ -			$ -		0.00	$ -	6.00	6.00	$ 3,900.00		6.00	$ -		6.00	$ -	2.00	8.00	$ 1,300.00		8.00	$ -	$ 5,200.00	-	$ -
	TOTAL BASE BID				$ 620,631.00			$ -			$ -			$ 73,275.00			$ 157,594.00			$ 229,772.00			$ 156,690.00			$ 3,300.00			$ -	$ 620,631.00	-	$ -
CHANGE ORDER #1																															
1	6" FL BS (DC)(CALICHE)(STA: 10+00 TO 29+00) COMPLETE IN PLACE	LS				$ 9,200.00	1.0	$ 9,200.00			$ -		0.00	$ -		0.00	$ -	1.00	1.00	$ 9,200.00		1.00	$ -		1.00	$ -		1.00	$ -	$ 9,200.00	-	$ -
2	DITCH EXCAVATION TO INSTALL DRIVEWAY NO. 29	LS				$ 385.00	1.0	$ 385.00			$ -		0.00	$ -		0.00	$ -	1.00	1.00	$ 385.00		1.00	$ -		1.00	$ -		1.00	$ -	$ 385.00	-	$ -
	TOTAL CHANGE ORDER #1							$ 9,585.00			$ -			$ -			$ -			$ 9,585.00			$ -			$ -			$ -	$ 9,585.00	-	$ -
CHANGE ORDER #2																															
20	RCP-SAFETY END TREATMENT	EA				$ 650.00	(1.0)	$ (650.00)			$ -		0.00	$ -		0.00	$ -		0.00	$ -		0.00	$ -	-1.00	-1.00	$ (650.00)		-1.00	$ -	$ (650.00)	-	$ -
	TOTAL CHANGE ORDER #2							$ (650.00)			$ -			$ -			$ -			$ -			$ -			$ (650.00)			$ -	$ (650.00)	-	$ -
	TOTAL BID				$ 620,631.00			$ 8,935.00			$ -			$ 73,275.00			$ 157,594.00			$ 239,357.00			$ 156,690.00			$ 2,650.00			$ -	$ 629,566.00	-	$ -

CHANGE ORDER #1

CHANGE ORDER #2

ORIGINAL CONTRACT	$	620,631.00
CHANGE TO DATE	$	8,935.00
CURRENT CONTRACT VALUE	$	629,566.00

TOTAL TO DATE	$	629,566.00
TOTAL MOH	$	-
TOTAL AMOUNT EARNED TO DATED	$	629,566.00
LESS RETAINAGE	$	-
NET AMOUNT EARNED TO DATE	$	629,566.00
PREVIOUS PAYMENTS	$	598,087.70
NET AMOUNT EARNED THIS PERIOD	$	31,478.30

AI-60170 **Purchasing Department** **21. C. 2.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: David Fuentes, COMM. PCT. #1 **Submitted By:** Erica Espinosa, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Commissioner Pct. 1 office requesting for Commissioners Court to accept and approve the "Public Purpose" [pursuant to Texas Constitution, Art.3, Section 52] served for the request to purchase promotional items. Items needed to be purchased through current term are such as but not limited to table clothes, banners, pens, pencils, picture (display) frames as these items will be useful to inform, relate progress, educate and report important information to our constituents on aspects of numerous projects, programs and events.

BACKGROUND

All acquisition of promotional items and supplies will be through the requisition and purchase order system with need for proper funding of said expenditures.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:**

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

BUDGETARY IMPACT:

Department will use appropriate funding to make permitted expenditures.

Attachments

Art 3, Sec 52 Legislative Department

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/07/2017 05:29 PM
Budget & Management	Veronica Ortiz	06/08/2017 08:15 AM
Ivan Cantu	Ivan Cantu	06/08/2017 09:03 AM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Erica Espinosa		Started On: 06/07/2017 10:23 AM
Final Approval Date: 06/09/2017		

Art 3 - Sec 52

Article 3 - LEGISLATIVE DEPARTMENT

Section 52 - COUNTIES, CITIES OR OTHER POLITICAL CORPORATIONS OR SUBDIVISIONS; LENDING CREDIT; GRANTS; BONDS

(a) Except as otherwise provided by this section, the Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, or to become a stockholder in such corporation, association or company. However, this section does not prohibit the use of public funds or credit for the payment of premiums on nonassessable property and casualty, life, health, or accident insurance policies and annuity contracts issued by a mutual insurance company authorized to do business in this State.

(b) Under Legislative provision, any county, political subdivision of a county, number of adjoining counties, political subdivision of the State, or defined district now or hereafter to be described and defined within the State of Texas, and which may or may not include, towns, villages or municipal corporations, upon a vote of two-thirds majority of the voting qualified voters of such district or territory to be affected thereby, may issue bonds or otherwise lend its credit in any amount not to exceed one-fourth of the assessed valuation of the real property of such district or territory, except that the total bonded indebtedness of any city or town shall never exceed the limits imposed by other provisions of this Constitution, and levy and collect taxes to pay the interest thereon and provide a sinking fund for the redemption thereof, as the Legislature may authorize, and in such manner as it may authorize the same, for the following purposes to wit:

(1) The improvement of rivers, creeks, and streams to prevent overflows, and to permit of navigation thereof, or irrigation thereof, or in aid of such purposes.

(2) The construction and maintenance of pools, lakes, reservoirs, dams, canals

and waterways for the purposes of irrigation, drainage or navigation, or in aid thereof.

(3) The construction, maintenance and operation of macadamized, graveled or paved roads and turnpikes, or in aid thereof.

TEMPORARY TRANSITION PROVISIONS

(c) Notwithstanding the provisions of Subsection (b) of this Section, bonds may be issued by any county in an amount not to exceed one-fourth of the assessed valuation of the real property in the county, for the construction, maintenance, and operation of macadamized, graveled, or paved roads and turnpikes, or in aid thereof, upon a vote of a majority of the voting qualified voters of the county, and without the necessity of further or amendatory legislation. The county may levy and collect taxes to pay the interest on the bonds as it becomes due and to provide a sinking fund for redemption of the bonds.

TEMPORARY TRANSITION PROVISIONS

(d) Any defined district created under this section that is authorized to issue bonds or otherwise lend its credit for the purposes stated in Subdivisions (1) and (2) of Subsection (b) of this section may engage in fire-fighting activities and may issue bonds or otherwise lend its credit for fire-fighting purposes as provided by law and this constitution.

(e) A county, city, town, or other political corporation or subdivision of the state may invest its funds as authorized by law. (Amended Nov. 8, 1904; Subsecs. (a) and (b) amended and (c) added Nov. 3, 1970; Subsec. (d) added Nov. 7, 1978; Subsec. (a) amended Nov. 4, 1986; Subsec. (e) added Nov. 7, 1989; Subsecs. (a), (b), and (c) amended Nov. 2, 1999.)

Previous SectionHomeNext Section

AI-59822 **Purchasing Department** **21. D. 1.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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

	B2Z ENGINEERING	HINOJOSA ENGINEERING, INC.	L&G ENGINEERING
EVALUATOR NO. 1	98	95	96
RANKING			

c. Authority for the Purchasing Department to negotiate a professional services agreement with the No. 1 ranked firm of _____ for professional engineering services for the Las Milpas Park Youth Facility Project for Pct 2.

BACKGROUND

Grader is Erika Zamora. No conflict Disclosure form is not required.

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	06/09/2017 04:13 PM
Budget & Management	Veronica Ortiz	06/09/2017 04:16 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM

Form Started By: Rocio Villarreal Started On: 05/11/2017 04:13 PM

Final Approval Date: 06/09/2017

HIDALGO COUNTY PRECINCT NO 2

FOR

LAS MILPAS PARK YOUTH FACILITY PROJECT

Scoring & Evaluation GRID

	B2Z ENGINEERING	HINOJOSA ENGINEERING, INC.	L&G ENGINEERING
Evaluator 1	98	95	96
RANKING			

Scoring & Evaluation was completed by Pct No 2

AI-60056 **Purchasing Department** **21. D. 2.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of Work Authorization No. 4 (with an estimated cost of $13,736.00) as submitted by Terracon Consultants, Inc., Contract No. C-16-208-07-19 to provide construction material testing services for the Co Wide Mechanic Shop Facility Project.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1350-431-00-122-122-0-730

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

BUDGETARY IMPACT:

Funding available as of 6/9/17.

Attachments

WA4

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/09/2017 03:07 PM
Budget & Management	Veronica Ortiz	06/09/2017 03:07 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Erika Zamora		Started On: 05/26/2017 03:41 PM
Final Approval Date: 06/09/2017		

HIDALGO COUNTY
Professional Engineering Services
Contract # C-16-208-07-19
Work Authorization Form

WORK AUTHORIZATION NO. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section 3. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, Terracon Consultants, Inc., professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide construction material testing services for the Hidalgo County Pct. 2 - Countywide Mechanic Shop Facility located at 4011 S. Veterans Boulevard in San Juan, TX.

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

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

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$ 13,736.00**. 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 _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No. 4 shall be funded through funding source:
Account No**.** _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon project completion as indicated in the "Exhibit C-Preliminary Work Schedule".

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 #2, as to content and detail of this Work Authorization No. 4.

HIDALGO COUNTY PRECINCT #2 _____

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ___ day of _____, 2017.

THE ENGINEER:	THE OWNER:
Terracon Consultants, Inc.	HIDALGO COUNTY
_____	_____
By: Alfonso A. Soto, P.E.	By: Ramon Garcia, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT "A"

Services to be Provided by 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 Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory 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 Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory 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 Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

Scope of Services to be provided by the Engineer

Terracon will perform materials testing in general accordance with the project specifications. The time required for quality control testing during the construction phase on the project is directly related to the contractor's scheduling and performance. Therefore, our fee for materials testing and observation services will be based upon applicable unit prices and hourly rates. Our anticipated scope of services is as follows:

- Field density/moisture testing and laboratory evaluation of soils;
- Field testing and laboratory evaluation of concrete, observation of reinforced concrete;
- Field testing and laboratory evaluation of asphaltic concrete materials used during pavement construction; and
- Weld/bolt/metal deck observation to check conformance to the project drawings and/or building code.

Experienced field/laboratory personnel will be provided for testing services. All field/laboratory materials testing/inspection will be performed under the direction of a Texas Registered Professional Engineer. A detailed scope of services envisioned to complete the testing is as follows:

SOILS

The field services will be supported by appropriate laboratory evaluation of soils used as fill or backfill on the site. The laboratory testing will include laboratory moisture-density relationship (Proctor), with sieve analysis and Atterberg limit determinations for classification and/or determination of import fill suitability. Laboratory material evaluations will be conducted as specified for each type of soil encountered during fill placement. The testing will be performed to check compliance with project specifications. The project contractor and construction manager personnel on the site will be informed of our field observations and test results. Written reports of test results will be prepared on a regular basis throughout the project duration and distributed per your directive.

CONCRETE

An American Concrete Institute (ACI) or equivalent Certified Engineering Technician will be provided on an as-requested basis to sample the plastic concrete used during construction. The concrete will be tested for slump, air content and temperature at the time of placement. Sets of concrete cylinders will be molded at each sampling.

All samples will be field cured at the site and returned to our laboratory for additional curing prior to compressive strength testing. Compressive strength testing will be conducted at 7-days (1

specimen), 28-days (2 or 3 specimens) intervals to determine compliance with project specifications. All test results will be conveyed after testing is completed.

ASPHALT

Observations/testing will be performed under the direction of a TxDOT Level 1A and 1B Certified Technician on as requested basis during placement of asphalt at the project. The asphalt will be sampled and submitted to our laboratory for mix properties, asphalt content and aggregate grain size distribution to verify compliance with project specifications. Asphalt cores will confirm thickness and nuclear gauge density.

STRUCTURAL STEEL

An American Welding Society (AWS) Certified Welding Inspector (CWI) will monitor erection of the structure for compliance to the project drawings and building code. Areas to be observed will include welds, bolted connections, and steel decking. Observations will be verbally transmitted on-site at the time of inspection with a written report issued as a follow-up.

Our services do not include observation and testing services relating to paints, NDE of steel members (ultra-sonic, radiography, and magnetic particle). Our services do not include observation and testing services at locations other than the project site or our laboratory.

PROJECT MANAGEMENT

The project manager will be the point of contact for the project and his duties include as related materials testing and observation services the following:

a) Attend construction meetings, on as scheduled basis;
b) Review concrete mixes submitted, on as scheduled basis;
c) Coordinate field and laboratory testing;
d) Communicate with Terracon field technicians, Contractor, and Owner's site representative;
e) Review laboratory and field test reports;
f) Control our budget and invoice;
g) Performing site visits to the project site; and
h) Provide technical assistance.

EXHIBIT C – Work Schedule

Terracon's work schedule is directly related to the contractor's scheduling and performance. It is the responsibility of the contractor or your designated representative to notify Terracon, in advance (minimum of 24 hour notice), for testing services required on this project. Our services will be performed on an as requested basis.

EXHIBIT D – PROPOSAL

Our fee estimate is in accordance with the time and tests performed as shown below.

SOILS

Estimate 75 hours in-place nuclear moisture-density testing @ $45/hour ..... $ 3,375.00
Estimate 3 standard proctor (soil (4" and 6" mold, each)) @ $225/test ..... $ 675.00
Estimate 2 standard proctor (soil with gravel, base materials, each)) @ $275/test ..... $ 550.00
Estimate 5 Atterberg Limits (Liquid and Plastic Limits – Single Point Test) @ $75/test ..... $ 375.00
Estimate 5 percent finer than 200 sieve (washed, soil only, each)@ $55/test ..... $ 275.00
Estimate 25 nuclear gauge days @ $35/day ..... $ 875.00
Estimate 25 vehicle trip charge @ $30/trip ..... $ 750.00
Sub-Total (Soils) ..... $ 6,875.00

CONCRETE

Estimate 36 hours of sampling materials, per hour @ $45/hour ..... $ 1,620.00
Estimate 30 compression testing of concrete cylinders made during field @ $14.50/test ... $ 435.00
Estimate 12 vehicle trip charge @ $30/trip ..... $ 360.00
Sub-Total (Concrete) ..... $ 2,415.00

ASPHALT

Estimate 16 hours asphalt observations/testing (senior tech) @ $55/hour ..... $ 880.00
Estimate 1 coring rig & generator, per day @ $300/day ..... $ 300.00
Estimate 4 asphalt cores, (patching of holes) @ $44/hole ..... $ 176.00
Estimate 2 vehicle trips @ $30/trip ..... $ 60.00
Sub-Total (Asphalt) ..... $ 1,416.00

STRUCTURAL STEEL

Estimate 12 hours of a Certified Welding Inspector (CWI) @ $95/hour ..... $ 1,140.00
Estimate 3 vehicle trips @ $30/trip ..... $ 90.00
Sub-Total (Structural Steel) ..... $ 1,230.00

CME Project Manager 14 hours @ $90/hour ..... *$ 1,260.00*
Senior Engineer 4 hours @ $135/hour ..... *$ 540.00*

*Total Cost ..... **$ 13,736.00***

AI-60201 **Purchasing Department** **21. D. 3.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to execute the final form of a professional engineering services agreement (subject to legal counsel's review) with B2Z Engineering, LLC for "Whalen Road Extension Project," [as approved for negotiations on CC 05/16/17];
b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $149,467.95) as submitted by project engineer, B2Z Engineering, LLC, to provide Schematic Design, Environmental, Limited Public Involvement & Design Survey for "Whalen Road Extension Project," through Contract# C-17-182-06-13;
c. Pursuant to current contract with B2Z Engineering, LLC (Article 14), a request by engineer to permit the subcontracting of R.O.W. Surveying Services, LLC in connection with C-17-182-06-13 for Pct 2 Whalen Road Extension Project.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-122-139-0-721/841

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

BUDGETARY IMPACT:

Funding pending approval of AI#60259 CC 6/13/17

Attachments

Form 1295
Subcontracting
contract
legal
WA1

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/09/2017 04:15 PM
Budget & Management	Veronica Ortiz	06/09/2017 04:16 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Rocio Villarreal		Started On: 06/08/2017 08:58 AM
Final Approval Date: 06/09/2017		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-220357

Date Filed:
06/07/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
B2Z Engineering, LLC
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

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-17-182-06-13
Hidalgo County Precinct 2 Whalen Road Extension Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gonzalez, Aisha	Mission, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

ALICIA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
August 28, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Aisha Gonzalez, this the 7th day of June, 20 17, to certify which, witness my hand and seal of office.

Alicia Rodriguez — Signature of officer administering oath
Alicia 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:
2017-220357

Date Filed:
06/07/2017

Date Acknowledged:
06/08/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

B2Z Engineering, LLC
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

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-17-182-06-13
Hidalgo County Precinct 2 Whalen Road Extension Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gonzalez, Aisha	Mission, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

B2Z ENGINEERING

June 7, 2017

Hon. Eduardo "Eddie" Cantu
Attn: Erika Zamora – Director of Management Operations
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: Subcontracting Notice for Whalen Rd. Project
C-17-182-06-13
Work Authorization #1

Dear Commissioner Cantu:

We would like to inform you of the subcontractor that we will be using on the Whalen Rd. Project ~ Work Authorization #1. Please coordinate with your Purchasing Department for Commissioner's Court approval of this notification. This subcontractor will be providing Surveying for the above referenced project.

Subcontractor:

Surveyor:
Mr. Julio Cerda, P.E.
R.O.W. Surveying Services, LLC.
900 S. Stewart Road, Ste. 13
Mission, Texas 78572
Phone (956)-424-3335

Should you have any questions, please feel free to give me a call at 956-585-3773.

Sincerely,

Nicholus Muñoz
Vice President

cc: Hidalgo County Auditor's Office

P. O. Box 2724 • McAllen, TX 78502
(956) 618-0624 • www.B2ZEng.com

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-17-182-06-13

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **B2Z Engineering, LLC**, Professional Engineers of **Mission, Texas**, hereinafter called the **"Engineer"**.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the preparation of the **Schematic, Environmental, Plans-Specifications-Estimates (PS&E), Design Surveying, Traffic Signal Design, Pavement Design, Right-of-Way Mapping, and Comp. & Permitted Utility Coord., etc.** for the **Whalen Road Extension Project** for **Hidalgo County Precinct No. 2** hereinafter referred to as the **"Project"**.

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

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Engineering Services", and;

WHEREAS, from which "Professional Engineer" has been selected from the "Pool" of pre-qualified engineering firms from the responses to such Request for Qualifications (RFQ).

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

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "Work Schedule") in accordance with the terms identified in **EXHIBIT "C" - *Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate on June 13, 2020 or *upon completion of the Project* (hereinafter referred to as the **"Termination Date"**), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this

Agreement cannot be completed before the **Termination Date,** and the **Owner** may, at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.** The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer.** The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget

period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These

conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

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

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

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

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

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

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 *Basic Services*. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services*. Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D" - *Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner.**

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project.**

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account

construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as **"Request for Payment"**). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment.** On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment.** Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**)

which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project,** or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment.**

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer.** The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner.** The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner,** if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or

approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents.**

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part

of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the

Engineer shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.** No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner.** The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement

in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous

conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient

personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner,** is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project.** Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense

of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or

otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	ENGINEER
Hidalgo County	**B2Z Engineering, LLC**
100 E. Cano St. 2nd Floor	**PO Box 2724**
Edinburg, Texas 78539	**McAllen, TX 78502**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume

or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2017.

ENGINEER:
B2Z Engineering, LLC

BY: _____
Nicholus Muñoz, Vice President

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on: _____, 2017

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____

ATTACHMENTS:

EXHIBIT A	– Scope of Services to be provided by the Owner
EXHIBIT B	– Scope of Services to be provided by the Engineer
EXHIBIT C	– Work Schedule
EXHIBIT D	– Contract Rates
EXHIBIT E	– Sample Work Authorization Form
EXHIBIT F	– Sample Supplemental Agreement Form
EXHIBIT G	– Certificate of Insurance (*Hidalgo County)*

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 proposed improvements to Whalen Road located within Hidalgo County hereinafter denoted as the **Project**.

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 5 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 the **Engineer** cannot easily obtain.

4) Provide any available relevant data the **Owner** may have on file concerning the **Project**.

5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed upon work schedule prepared in accordance with Exhibit "C" attached to this Work Authorization.

6) Attend and participate in progress meetings as required and as coordinated and conducted by **Engineer**.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1-PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

PROJECT/DESCRIPTION: Whalen Road Extension Project

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 2 – PRELIMINARY DESIGN VALUES
(Function Code 102)

Preliminary Design Values
The Engineer will work with the Owner to establish basic design concepts, project controls and general scope of Projects.

Preliminary Route Locations on Uncontrolled Mapping
The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Project.

Feasibility Studies
The Engineer will investigate the potential viability of a project which can include definition of design goals, study of preliminary geometric routes and constraints, exploration of various project site data, evaluation of design alternatives and analysis of options matrix.

Uncontrolled Mapping (w/Contours & GIS Info)
The Engineer will investigate the existing routes and coordinate with the Owner on establishing the best-fit alignments and mapping proposed geometry for Projects. Preliminary Location Exhibit will be developed.

Preliminary Traffic Evaluations & Trends
The Engineer will investigate existing traffic models and trends for the proposed Projects and adjacent roadways tying into the proposed Projects.

Preliminary Hydrologic Map
The Engineer will develop a Hydrologic Map for the Projects. Hydrologic Maps will be based on LIDAR and GIS information.

Preliminary ROW Requirements
The Engineer will research and identify affected property owners on the Projects utilizing the latest appraisal district file information from Hidalgo County Appraisal District and information from Carson Maps.

Preliminary Cost Estimates
The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.

Preliminary Environmental Analysis (for fatal flaws)
The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.

Project Fact Sheet with Est. Local Cost vs. Total Project Cost
The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in this scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.

Meetings, Coordination & Support for Project Development
The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 3 - ROUTE AND DESIGN STUDIES

(Function Code 110)

1. Route Location Studies
2. Level of Service Analysis
3. Traffic Evaluations and Projections
4. Develop Roadway Design Criteria
5. Preliminary Cost Estimates
6. Design Schematic
   (See Section 7, page 7-1 for schematic layout requirements)
7. Preliminary Right-of-Way Requirements
8. Design Concept Conference
9. Soil Core Hole Drilling
   a. Pavement (See Section 7, pages 7-2 thru 7-3 for requirements)
   b. Retaining Walls (See Section 10, page 10-1 for requirements)
   c. Miscellaneous Structures (See Section 10, page 10-3 for requirements)
   d. Bridges (See Section 11, page 11-2 thru 11-3 for requirements)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 4 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

1. Environmental Reports
   All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
   a. Environmental Assessments
      (1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
      (2) An Environmental Assessment shall be prepared in accordance with 23 USC 327 and the 2014 TxDOT-FHWA Memorandum of Understanding, anticipating a Finding of No Significant Impact.
      (3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
   b. Environmental Impact Statement
      (1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
      (2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.

2. Public Involvement
   All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
   a. A public involvement meeting(s) and public hearing shall be scheduled, coordinated and conducted.
   b. Technical assistance for one public meeting and one public hearing, preparation of, and maintenance of contact lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
   c. A Notice of Availability (NOA) shall be published by the COUNTY upon approval of the environmental decision.

3. Technical Reports
   All technical reports shall be prepared in accordance with TxDOT's environmental rules and guidelines.
   a. Air Quality Analysis
      An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis shall be provided as a Technical Report and a summary of the air quality results included in the administratively complete document for the project.
   b. Biological Technical Report
      A biological form and technical report shall be prepared in accordance with the STATE'S Biological Guidelines. The report will include water resources, and threatened and endangered species.
   c. Cultural Resources
      Historical and archeological studies shall be completed in accordance with the STATE'S guidelines.

(1) Historic Structure Studies
A records search, project coordination request, and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.

(2) Archeological Studies
File searches, project coordination request, an archeological reconnaissance, and an archeological survey shall be conducted to determine if known archeological sites are present or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.

d. Community Impact Analysis
A community impact analysis shall be prepared in accordance with the STATE'S Community Impact Guidelines.

e. Hazardous Materials
The consultant shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process) and a Hazardous Materials Technical Report, as needed.

f. Indirect and Cumulative Impacts Analysis
An indirect and cumulative impacts analysis shall be prepared in accordance with the STATE's guidelines.

g. Noise Analysis
A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis shall be provided as a Technical Report and a summary of the noise analysis results shall be included in the administratively complete document.

4. Environmental Scoping
The ENGINEER shall initiate the environmental scoping process with TxDOT. An environmental scoping document and risk assessment will be completed in coordination with TxDOT.

5. General Guidelines for Preparation of Environmental Documents

a. All technical reports will be submitted electronically to TxDOT through their FTP site.
b. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
c. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44.
d. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
e. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client. All copies to TxDOT will be digital.
f. Exhibits in the environmental document shall be color copies and text shall be black and white.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 5 - RIGHT-OF-WAY DATA
(Function Code 130)

NOTE: No work involving right-of-way (ROW) data is to be performed until the ENGINEER has given the SURVEYOR written approval of the final location of the proposed ROW lines as approved by TxDOT and the CITY.

A. RIGHT-OF-WAY MAPPING:

1. **PURPOSE:**
   The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.
2. **DEFINITIONS:**
   For purposes of this Contract, the following definitions shall apply:
   2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.
   2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.
   2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.
   2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.
   2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.
   2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.
   2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.
   2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.
   2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.
   2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample Attached)*

3. WORK TO BE PERFORMED:

3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

3.1.6. Preliminary Parcel numbering system.

3.1.7. Any and all utilities (permitted or of record)

3.1.8. Reference Sample provided.

3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2 *Right-of-Way Map Continued (continued)*

3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.

3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.

3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.

3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.

3.2.8. County lines and city limit lines shall be located and identified by name.

3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.

3.2.10. Monumentation set or found shall be shown and described as to material and size.

3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.

3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.

3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.

3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.

3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.

3.2.16. Building lines or set-back lines shall be shown and identified.

3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).

3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.

3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

3.2 *Right-of-Way Map Continued (continued)*

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

3.3. Exhibits:

An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.

3.3.1. Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.
   The property description shall continue with a metes and bounds description which shall include as a minimum:
d. A point of commencing.
e. A point of beginning with the appropriate N and E surface coordinates.
f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.
g. A description of all monumentation set or found shall include, as a minimum, size and material.
h. A reference to the source of bearings, coordinates, and datum used.

3.3.2. Parcel Plat:

A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

4. **DELIVERABLES:**
In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):

4.1. An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications defined in 2.11.

4.2. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications defined in 2.12, 3.2 and 3.3.
ROW Map Submittal Requirements:
4.2.1. Two (2) paper sets of half-size ROW maps (11"x 17")
4.2.2. One (1) paper set of the full-size ROW maps (22"x 34")
4.2.3. Four (4) sets of original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
4.2.4. City requires one (1) electronic copy of the ROW Map on a CD, and One (1) copy of the DGN electronic file on a CD from the surveyor-Both the electronic copy of the ROW Map and the DGN file can be on one CD.
IF Roadway is ON-SYSTEM and after Administrative Approval of the ROW Maps by Division (REVISIONS) Submittal Requirements:
4.2.5. Two (2) paper sets of the half-size of the affected ROW map sheets (11"x17"), detailing the revision
4.2.6. One (1) paper set of the full-size of the affected ROW map sheets (22"x 34"), detailing the revision
4.2.7. Four (4) sets of any revised original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
4.2.8. Division needs one (1) electronic copy of the revised ROW Map sheets on a CD, and
4.2.9. One (1) copy of the DGN electronic file on a CD from the surveyor-detailing the revision-Both the electronic copy of the revised ROW Map sheets and the DGN file can be on one CD.

4.3. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations of the proposed centerline alignment.

4.4. Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER of the proposed centerline.

4.5. A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.

4.6. Records used to establish ownership.

4.7. ROW and parcel filed notes signed and sealed by a RPLS.

4.8. Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.

4.9. Items indicated under the Automation Requirements Section 6.

4.10 Completed (Attached) Checklist with submittal of ROW Map etc.

5. **GENERAL REQUIREMENTS:**
For purposes of this Contract, the following general requirements shall apply:

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.
5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:
5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.
5.3. Line and curve tables may be used when necessary.
5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.
5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

6. **AUTOMATION REQUIREMENTS:**
In addition to standard hard copy plots and mylar copies, the following will be required electronically:

6.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.
6.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.
6.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.
6.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.
6.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.
6.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.
6.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

7. **GENERAL SPECIFICATIONS:**
For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER regarding mylar products he intends to use which have not been previously used on State projects.

7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. **ADHERENCE TO STANDARDS:**
For purposes of clarity, consistency, and ease of understanding, the CITY/COUNTY, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130:

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.

MAP:

General

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

___ Property descriptions i.e., lot, block, tract, subdivision, etc...
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc...
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel

___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH:

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

DESIGN AND CONSTRUCTION SURVEYS:

PURPOSE:

The purpose of a "design survey" is to provide field information in support of transportation systems design.

The purpose of a "construction survey" is to provide field data in support of highway construction.

DEFINITIONS:

A "design survey" is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A "construction survey" is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

1. **Design Surveying**
   a. Primary Project Control – 3 to 5 miles spacing
      Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer.
      (1) Establish horizontal control points
      (2) Establish vertical control points

      NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

   b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Control Data Sheets for inclusion in the Construction Project Plans signed and sealed by an R.P.L.S.
      (1) No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
      (2) The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
      (3) The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
      (4) The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
      (5) Project control base lines

      (6) Photogrammetric ground control
         (a) Establish horizontal control
         (b) Establish vertical control points
         (c) Place and maintain control point targets

c. Other Design Surveying

(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set H&V Control at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each H&V Control. Provide an H&V Control along each outfall identified on the Hydrologic Map. The H&V Control shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Control Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.

(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.

(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.

(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).

(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

(6) The Surveyor shall stake the proposed centerline on the existing fields as approved by Engineer before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout "EXHIBIT E". The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. Jointly the SURVEYOR and the ENGINEER will identify from records such as the Irrigation District Maps and the A&M Data of existing irrigation lines that will need to be tied down. The SURVEYOR will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

(10) Tie to existing underground and overhead utilities (location, elevation and direction)

Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.

Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

(11) Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified.
(12) Driveways and Turnouts
  (a) Inventory commercial entrances, public roads and side streets separately.
  (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.
  (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.
  (d) Obtain width at R.O.W. line.
  (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
(14) Soil core hole staking at bridge class structures.
(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
(16) Profiles of existing drainage facilities.
(17) Measurement of hydraulic opening under existing bridges.
(18) Obtain elevations of manholes and valves of utilities
(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
(20) Ties to existing bridges railroad rail elevations or culverts that may conflict with new construction.
(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
(22) Inventory signs, mailboxes, and driveways
(23) Locate wetlands.
(24) Locate existing right-of-ways.

d. Construction Surveys:
In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:
(1) Stake existing and/or proposed right-of-ways.
(2) Stake existing and/or proposed baseline/centerline.
(3) Stake proposed bridge structures.
(4) Stake proposed drainage structures, such as manholes, culverts, etc.
(5) Set grade stakes.
(6) Recover and check existing control points.
(7) Establish additional control points.
(8) Check elevations and locations of structures.
(9) Determine and resolve conflicts associated with survey data.

2. **Photogrammetric Products**
   a. Uncontrolled Photography
      (1) Contact Prints
      (2) Mosaics
      (3) Digital ortho plots
   b. Mapping
      (1) Planimetric Maps
      (2) Contour Maps
      (3) Cross Sections
      (4) Profiles
      (5) Digital Terrain Models (DTM)

3. **UTILITY SUBSURFACE INVESTIGATION:**
Utility Quality Levels are in cumulative order (least to greatest) as follows

3.1. Quality Level C - Existing Records: Utilities are plotted from review of available existing records that will be generated by the Engineer on the schematic and provided to the surveyor for his further creation of a Utility Map which will be turned in as a deliverable as part of this work order.

3.2. Quality Level B - Surface Visible Feature Survey: The Surveyor shall gather the field tied Utility Information and compare it to the existing records (if any) as provided by the Engineer and correlate with surveyed surface-visible features. The surveyor shall create a Utility Layout Map or plan layout 2D, showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations. The Layout Map will include all utilities that have been field tied – 2D Horizontal Utilities. This Layout will be provided to the Engineer and a meeting held with Engineer to identify which utilities will need to be tied down vertically. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the Engineer. This information will be provided in the latest version of Micro Station or Geopak used by the State. The electronic file will be delivered on C.D. or DVD. A hard copy is required and must be signed, sealed, and dated by the Surveyor. Note: Determine and inform the Engineer of the approximate utility depths at critical locations. This depth indication is understood by the Engineer to be approximate only and is not intended to be used for preparing the construction plans.

3.3. Subsurface Utility Locate (Test Hole) Service (Quality Level A). **THE SURVEYOR SHALL ESTIMATE LOCATING VERICALLY 25 UTILITES PER MILE OR AS IDENTIFIED BY THE ENGINEER.** Locate shall mean to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B and C. The Surveyor shall:

3.3.1 Review the requested test hole locations that have been identified by the Engineer and Coordinate with utility owner inspectors as may be required by law or utility owner policy.

3. *Utility Subsurface (continued)*

3.3.2 Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:

- Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
- Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
- Elevation of existing grade over utility at test hole location.
- Horizontal location referenced to project coordinate datum.
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
- Utility facility material(s).
- Utility facility condition.
- Coating/Wrapping information and condition.
- Unusual circumstances or field conditions.

3.3.3 Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.

3.3.4 Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.

3.3.5 Provide complete restoration of work site and landscape to equal or better condition than before excavation.

3.3.6 Plot utility location position information on the Utility Layout sheet and identify the vertical elevation and sealed by the responsible Surveyor. This information will be provided in the latest version of Micro Station or Geopak format used by the State. The electronic file will be delivered on C.D or DVD.

4. <u>DELIVERABLES:</u>

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

4.1. Digital Terrain Models (DTM) in a format acceptable by the ENGINEER.

4.2. Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys.

4.3. Computer printouts or other tabulations summarizing the results of field surveys.

4.4. Digital files or media acceptable by the ENGINEER containing field survey data.

4.5. Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.

4.6. Field survey notes, as electronic and/or hard copies.

4.7. A H&V Control Book identifying the basis of the Primary and Secondary Control and an 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.

4. *Deliverables (continued)*

4.8. Final mylar set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines.
4.9. A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder.
4.10. Survey reports in a format requested by the ENGINEER.
4.11. Items indicated under the Automation Requirements Section 6.

5. GENERAL REQUIREMENTS:

5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.
5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.
5.3. Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.
5.4. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.
5.5. Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.
5.6. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:
- Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.
- Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.1 of one foot.
- Utilities and improvements: less than 0.2 of one foot.
- Cross-sections and profiles: less than 1 foot.
- Bore holes: less than 3 feet.
- Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.02 of one foot.
- Utilities and improvements: less than 0.1 of one foot.
- Cross-sections and profiles: less than 0.2 of one foot.
- Bore holes: less than 0.5 of one foot.

5. **AUTOMATION REQUIREMENTS:**

6.1 Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.

6.2 Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.

6.3 Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 7 - ROADWAY DESIGN CONTROLS

(Function Code 160)

1. Geometric Design
   a. Horizontal and Vertical Alignment (Preliminary based on office surveys)
   b. Schematic Layout
      (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
      (2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
      (3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
      (4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
      (5) The tentative ROW limits.
         (a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
         (b) Provide a graphics file containing the approved schematic.
      (6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
      (7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
      (8) The control of access lines if Interstate or designated under House Bill 179.
      (9) Direction of traffic flow on all roadways.
      (10) Location and width of median openings for highway without access control.
      (11) The geometric of speed change (acceleration, deceleration, climbing) lanes.

2. General Guidelines for Project Development
   a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
   b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
   c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
   d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

2. General Guidelines for Project Development *(continued)*
   e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
   f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
   g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
   h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**

3. Exhibit for Airway/Highway Clearance Permits

4. Grading Design
   a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
   b. Typical Sections
   c. Design Cross Sections
   d. Determine Cut and Fill Quantities
   e. Slope Stability Analysis
   f. Embankment Foundation Stability Analysis
   g. Embankment Settlement Analysis

5. Pavement Design
   a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
   b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
   c. Embankment and Subgrade
      (1) Soil Core Holes (Show cost estimate with Function Code 110)
         (a) Along center line
         (b) Along center line of each roadway
         The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

5. Pavement Design *(continued)*
   c. Embankment and Subgrade *(continued)*
      (2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
   d. Traffic Data for Pavement Design by STATE
   e. Basic Design Criteria
   f. Life Cycle Cost Analysis(es)
   g. Cost Data
   h. Pavement Material Properties
   i. Rehabilitation Investigations
      (1) Core Hole Survey (Show cost estimate with Function Code 110)
         (a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 8 - DRAINAGE
(Function Code 161)

All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.

1. Hydrologic Studies, Discharges
   a. Hydrologic Map showing drainage areas, contours and drainage Q's.
   b. Drainage area maps showing existing conditions and proposed improvements.
   c. Hydrologic data/discharge determination

2. Hydraulic Drainage Study and Documentation
   a. Hydraulic computations
      (1) Storm water detention available within the ROW (linear ft. along side drain ditch).
      (2) Storm water detention required outside the ROW (as per HCDD#1)
      (3) Culverts
      (4) Bridge waterways
      (5) Channels
      (6) Storm sewers/inlets
      (7) Pump stations
      (8) Storm Water Management facilities
      (9) Other
         (a) Irrigation Canals/Siphons
   b. Hydraulic report(s)
   c. Federal Emergency Management Agency (FEMA) floodway requirements
   d. Determine impact of proposed drainage plan on the following receiving stream(s)
      (1) Hidalgo County Drainage District Outfalls
      (2) All Irrigation District Outfalls impacted

3. Layout, Structural Design and Detailing of Drainage Features
   a. Culverts
      (1) New culverts
      (2) Culvert widening and/or lengthening
      (3) Culvert replacements
   b. Storm sewers
      (1) New storm sewers
      (2) Modify existing storm sewers
      (3) Inlets
      (4) Manholes
      (5) Trunk lines
   c. Pump stations
   d. Subsurface drainage at retaining walls
   e. Outfall channel(s) within the ROW
   f. Outfall channel(s) outside the ROW
   g. Detention Pond(s) within the ROW
   h. Detention Pond(s) outside the ROW
   i. Summary of Quantities
   j. Storm Water Management facilities

4. Storm Water Pollution Prevention Plan (SW3P)

5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

1. Signing and Markings Layout
   a. Requirements (Separate Layout)
      (1) Roadway layout
      (2) Center line with station numbering
      (3) ROW lines
      (4) Culverts and other structures that present a hazard to traffic
      (5) Location of utilities, if not shown on plan and profile
      (6) Existing signs to remain, to be removed, to be relocated
      (7) Proposed signs (illustrated and numbered)
      (8) Existing overhead sign bridges to remain, to be revised, removed or relocated
      (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
      (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
      (12) Quantities of existing pavement markings to be removed
      (13) Proposed delineators and object markers

   b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
      (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
      (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
      (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
      (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer)
      (5) Tentative ROW limits
      (6) Direction of traffic flow on all roadways
      (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

2. Summary of Small Signs Tabulation

3. Summary of Large Signs Tabulation including all Guide Signs

4. Sign Detail Sheets
   a. All signs except route markers
   b. Design details for large guide signs
   c. Dimensions of letters, shields, borders, corner radii etc.
   d. Designation of shields attached to guide signs
   e. Designation of arrow used on exit direction signs

5. Traffic Signals
   a. Development of Justification (Warrant) Data
      (1) Location Map
      Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
      (2) Photographs as appropriate
      (3) Accident data as appropriate
      (4) Vehicle volumes (provided by TxDOT)
         (a) Existing
         (b) Estimated
         (c) Projected
         (d) Pedestrian
      (5) Traffic Survey - Count Analysis
      (6) Recommendation based on above data

   b. Layout
      (1) Title Sheet (when applicable)
         (a) Describe the location
         (b) Type of installation
         (c) Area map with project limits for each location
         (d) Index of sheets
         (e) Space for official signatures
      (2) Estimate and quantity sheet (when applicable)
         (a) List of all bid items
         (b) Bid item quantities
         (c) Specification item number
         (d) Paid item description and unit of measure
      (3) Basis of estimate sheet (list of materials)
      (4) General notes and specification data sheet
      (5) Condition diagram
         (a) Highway and intersection design features
         (b) Roadside development
         (c) Traffic control including illumination
      (6) Plan sheet(s)
         (a) Existing traffic control that will remain (signs and markings)
         (b) Existing utilities
         (c) Proposed highway improvements
         (d) Proposed installation
         (e) Proposed additional traffic controls
         (f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
         (g) Proposed illumination attached to signal poles.
      (7) Notes for plan layout
      (8) Elevation sheet(s) (span wire design)
      (9) Phase sequence diagram(s)
         (a) Signal locations
         (b) Signal indications
         (c) Phase diagram
         (d) Signal sequence table
         (e) Flashing operation (normal and emergency)
         (f) Preemption operation (when applicable)
         (g) Interval timing, cycle length and offset

5. Traffic Signals *(continued)*
   b. Layout *(continued)*

      (10) Construction detail sheets(s)
         (a) Poles (TxDOT standard sheets)
         (b) Detectors
         (c) Pull Box and conduit layout
         (d) Controller Foundation standard sheet
      (11) Marking details (when applicable)
      (12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
      (13) Aerial or underground interconnect details (when applicable)

   c. General Requirements
      (1) Contact local utility company
         (a) Confirm power source
         (b) Discuss route of aerial or underground interconnect cable (when applicable)
         (c) Adjustment of overhead utility lines
      (2) Prepare governing specifications and special provisions list
      (3) Prepare project estimate

   d. Summary of Quantities

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 10 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

1. Retaining Walls
   a. Structural Details
      (1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
      (2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
      (3) Specialized Retaining Wall at _____ locations (Unique Design).*
   b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
      (1) Mechanically Stabilized Earth
      (2) Concrete Block Wall Systems
   c. Retaining Wall Layout (PLAN)
      (1) Designation of reference line
      (2) Beginning and ending retaining wall stations
      (3) Station of each retaining wall joint***
      (4) Offset from reference line
      (5) Horizontal curve data
      (6) Number of retaining wall panels and lengths***
      (7) Total length of wall
      (8) Indicate face of wall
      (9) All wall dimensions and alignment relations (alignment data as necessary)
      (10) Soil core hole locations
   d. Retaining Wall Layout (ELEVATION)
      (1) Top of wall elevations at each joint or intervals***
      (2) Existing and finished ground line elevations
      (3) Height of stem at each joint***
      (4) Wall panel designations***
      (5) Top of footing elevations***
      (6) Limits of measurement for payment****
      (7) Type, limits and anchorage details of railing (If applicable)
      (8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
   e. Foundation Studies (Show cost estimate with Function Code 110)
      (1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
   f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
   g. Estimate
   h. Summary of Quantities
   i. Typical X-section.
   j. General Guidelines for Retaining Walls
      (1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
      (2) The ground water level should be observed at the water strike.
      (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
      (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

2. Traffic Control Plan, Detours and Sequence of Construction
   Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:
   a. The sequence of construction and method of handling traffic during each phase.
   b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
   c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
   d. Where detours are provided, typical cross sections shall be shown.
   e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

3. Illumination
   a. Preliminary Roadway Illumination Layout and Circuit Layout
      (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
         (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
         (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
         (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
         (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
         (e) Tentative ROW limits
         (f) Direction of traffic flow on all roadways
         (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
   b. Final Roadway Illumination and Electrical Circuit Layouts
      (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc.
      (2) Center line with station numbering.
      (3) ROW lines.
      (4) Symbol legend. Use department standard symbols for lighting and electrical.
      (5) Culverts and other structures that present a hazard to traffic.
      (6) Location of underground utilities, if not shown on plan profile.
      (7) Location of overhead electrical lines, both crossing and parallel to ROW.
      (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
      (9) Existing service poles, electrical circuits, ground boxes, etc.
      (10) Contact electric utility for service pole locations, voltage characteristics.
      (11) Location of proposed sign lighting circuits and roadway illumination.
      (12) Proposed electrical circuits.
      (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

3. Illumination *(continued)*
   c. General Guidelines for Illumination (If applicable)
      The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.

4. Miscellaneous Drafting/Standards
   a. Erosion Control
   b. Landscape Development

5. Compute and Tabulate Quantities

6. Special Utility Details (Irrigation lines)

7. Miscellaneous Structures
   a. Type of Structure*
      (1) Overhead Sign Bridges (O.S.B.)
          Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
          (a) New O.S.B. structure(s)
          (b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
      (2) High Mast Illumination Poles (HMIP)
      (3) Traffic Signal Supports
      (4) Conventional Illumination Poles
      (5) Sound Barrier Walls
   b. Checklist for Layouts
      (1) Reference appropriate O.S.B. standard
      (2) Drilled shaft size and length
      (3) Soil strength used for design {indicate basis and boring(s) used}
      (4) Design height
      (5) Tower heights
      (6) Leg spacings
      (7) Design wind speed
   c. Foundation Studies (Show cost estimate with Function Code 110)
      The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
8. Agreements
   a. Utility Agreements
   b. Exhibits for Utility Agreements
   c. Railroad Agreements
   d. Railroad Exhibits
      (1) Railroad Underpasses
      (2) Railroad Overpasses
      (3) Railroad Grade Crossing (Replanking)
      (4) Railroad Grade Crossing Warning Systems (Signals)
      (5) Other Miscellaneous Sketches for Railroads
   e. Traffic Signal Agreements
   f. Exhibits for Traffic Signal Agreements
9. Estimate
10. Specifications and General Notes

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 11 - BRIDGE DESIGN
(Function Code 170)

	NUMBER REQUIRED
1. Preparation of Structural Details	
a. New Structure(s)	
(1) Underpass(es)	
(2) Overpass(es)	
(3) Main Lanes	_____
(4) Direct Connector(s)	_____
(5) Ramp Bridge(s)	_____
(6) Waterway Structure(s)**	_____
(7) Pedestrian Structure(s)	_____
(8) Utility Structure(s)	_____
(9) Railroad Underpass(es)	_____
(10) Railroad Overpass(es)	_____
(11) Bridge Classification Culvert(s)**	_____
(11) Alternate Structural Designs	_____
(12) Alternate Foundation Design	_____
Total New Structures =	
b. Existing Structure(s)	_____
(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
(2) Bridge Replacement	_____
(3) Raising Bridge Elevation	_____
(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____
(5) Railroad Overpass(es)	_____
(6) Railroad Underpass(es)	_____
Total Existing Structures =	_____

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

2. Preparation of Bridge Layouts (each bridge)
   a. Bridge Layouts (PLAN)
      (1) Horizontal curve information or bearing of centerline.
      (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
      (3) Bearing of center line or reference line.
      (4) Skew angle(s).
      (5) Slope for header banks and approach fills.
      (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
      (7) Approach pavement and crown width.
      (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
      (9) Approach slab and curb returns.
      (10) Limits and type of riprap.
      (11) Proposed features under structure.
      (12) Location of profile grade line.
      (13) North arrow.
      (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
      (15) Cross slope and super elevation data.
      (16) Minimum horizontal clearances when applicable.
         (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
      (17) Location of soil core holes (station and offset), shown on layout.
      (18) Bent stations and bearings.
      (19) Retaining wall locations.
      (20) Traffic flow directional arrows.
      (21) Railing types shown.
      (22) Joint types and seal size, if used.
      (23) Beam line numbers consistent with span details.
      (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
      (25) Bearings of utilities.

   b. Bridge Layouts (ELEVATION)
      (1) Type of foundation.
      (2) Finished grade elevations at beginning and end of bridge.
      (3) Overall length of structure.
      (4) Length, type of spans and units.
      (5) Type of railing.
      (6) Minimum calculated vertical clearance(s).
      (7) Existing and proposed ground lines clearly marked.
      (8) Grid elevations and stations.
      (9) Bent numbers encircled.
      (10) Stationing of bridge compatible with grid stations.
      (11) Standard title.
      (12) Profile grade data.
      (13) Type of riprap.
      (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
      (15) Fixed/expansion condition of all bents.
      (16) Column "H" heights.
      (17) Number, size and length of foundations.

2. Preparation of Bridge Layouts (each bridge) *(continued)*
   c. Additional layout requirements for waterway structures and bridge classification culverts.
      (1) Design and 100-year peak discharges.
      (2) Design and 100-year high water (HW) (Recorded HW and date if available)
      (3) Natural and through-bridge velocities for design and 100-year floods.
      (4) Calculated backwater for design and 100-year floods.
      (5) Direction of flow for waterway crossings.
      (6) Contours for water crossing.

3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
4. Foundation Studies (Show cost estimate with Function Code 110)
   The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
5. Bridge Total Quantities and Cost Estimates (each bridge)
6. Bridge Special Provisions and Specifications (each bridge)
7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
8. General Guidelines for Bridge Design
   a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

      Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

      - TxDOT Design Division, when applicable:
        - Railroad Companies
        - FHWA
        - U.S. Army Corps of Engineers
        - U.S. Coast Guard
        - Bureau of Reclamation
        - Texas Parks and Wildlife
        - Others

      Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this.

   b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.

   c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

8. General Guidelines for Bridge Design *(continued)*

   d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
   e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
   f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
   g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.
   h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
   i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
   j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 12 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

CONSTRUCTION MANAGEMENT SERVICES:

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

Miscellaneous Technical Activities:

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.
9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

CONSTRUCTION MATERIAL TESTING:

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 13 - FC 600 – ACQUISITION PROVIDER SERVICES
(for EST. 0 PARCELS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

1) **PROJECT ADMINISTRATION**
   a) Negotiation of Scope of Services for Work Authorization
      i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
   b) Project Presence at L&G Consultant Office Headquarters
      i) Full Project Office
         (1) No Joint Use of COUNTY or TxDOT facilities
         (2) Open during normal COUNTY and State work hours
         (3) Personnel available to answer questions
         (4) Availability of Project Files
         (5) At least one office staff member is required to be a current commissioned notary public.
   c) Overhead Costs
      i) Administrative costs
   d) Communication
      i) Provide monthly progress reports with invoice.
      ii) Participate in project review meetings as determined by the COUNTY.
      iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.
      iv) Prepare and Mail via Certified, Return Receipt Requested method, all introduction letters for each individual parcel.
   e) File Management
      i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary.
      ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
      iii) Maintain records of all payments including check number, amount, and date paid, etc.
      iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference.
      v) Maintain copies of all correspondence and contacts with property owners.

2) **TITLE SERVICES**
   a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
   b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.
   c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

3) **APPRAISAL**

a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.

b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, are unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.

c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.

d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.

g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT.

h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT.

i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.

j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

4) **APPRAISAL REVIEW**

a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.

b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.

c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

5) APPRAISAL UPDATES

a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT.

c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the COUNTY/TxDOT.

d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) NEGOTIATION, TASKS AND FEES

a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.

b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.

d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures, Acknowledgement of Appraisal and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).

f) Respond to property owner inquiries verbally and in writing within two business days.

g) Prepare a separate negotiator contact report for each parcel per contact.

h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.

j) Prepare final offer letter, documents of conveyance as necessary.

k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.

m) Provide a monthly progress report per parcel by the 25th of the month with invoice.

n) The consultant shall, as part of this proposal, estimate 10% of the parcels identified on Page 37 may result in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.

7) **CLOSING SERVICE FEES**

a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.

b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.

c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.

8) **RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).**

a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)

b) L&G will provide advisory services to business displacements and relocate them effectively.

c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.

9) **CONDEMNATION SUPPORT**

a) Pre-Hearing Support
   i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
   ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor, if applicable.
   iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.

v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.

vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developedby the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.

vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.

viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.

xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

b) Post Hearing Support (by COUNTY Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

a) Preliminary Design Consultations
   i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

b) Field Observations and Verifications
   i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

c) Exchange of Information with Utility Providers
   i) Provide project schedule.
   ii) Request schedules for utility adjustments.
   iii) Identify who is responsible for utility process.

d) Confirmation of Property Interests
   i) Request Documents.
   ii) Coordination of data on maps and citation of property interest documents.
   iii) Confirm utilities are within easements.

e) Coordination of Agreements
   i) Identify utilities that are compensable.
   ii) Determine parties and agreements necessary to complete compensable process.
   iii) Coordinate execution and processing of Standard Utility Agreements.

f) Utility Meetings throughout project development
   i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
   ii) Attend and participate in meetings by other parties.

11) PAYMENT SCHEDULE

a) Project Administration
  i) Payment and Milestones
    (a) Full Project Office
      (1) Lump Sum Basis (assume 1 year project presence)
      (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
      (3) Remainder paid out in equal monthly installments of 15% starting the following month.
      (4) Monthly billing to COUNTY OF HIDALGO will be required.

b) Title Services
  ii) Payment
    (a) Per Parcel basis.
  iii) Milestones
    (a) 100% upon securing initial title commitment.

c) Appraisal Services
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% paid upon delivery of complete and acceptable appraisal report

d) Appraisal Review
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% upon submission of ROW-A-10

e) Appraisal Update
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% upon delivery of complete and acceptable appraisal update.

f) Negotiation, Task, and Fees
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 80% upon presentation of initial offer.
    (b) 20% upon successful negotiation and all instruments are recorded.

g) Closing Service Fees
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% upon recordation of instrument of conveyance.

h) Relocation Assistance
  i) Payment
    (a) Per Relocation
  ii) Milestones
    (a) 100% upon issuance of 90-day vacancy letter.

i) Compensable Utilities
  i) Payment
    (a) By percent complete

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESPONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY**'s** Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
   a. General Drainage Area Maps
   b. Stage-Discharge Curves
   c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
   d. Drainage Area Maps/Culverts/Storm Sewer
   e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
   a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
   b. Channel Plan/Profiles/Typical Sections
   c. Box Culvert Plan/Profile
   d. Pipe Sewer/Culvert Cross Sections

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

APPENDIX C - GENERAL PLAN CHECKLIST

Title Sheet
Project Layout
Sequence of Work
Detour Layouts & Profiles
Construction Pavement Markings
Signing & Barricades
Construction Sign & Beacons
Typical Sections
Shaping & Finishing Sections
Slopes Adjacent to Shoulders
Estimate & Quantities
General Notes & Specification Data
Grading Summary
Miscellaneous Summaries (See following "SUMMARIES" heading)
Horizontal Curve Data & Alignment Layouts
Drainage Summaries
Structure Summaries
Erosion Control Summary & Details
Plan/Profile Sheets
Erosion Control Summary & Details
Pavement Contours
Superelevation Transition (If Required)
Grading Contours
Guard Fence Layouts
Storm Water Pollution Prevention Plans (SW3P)
Drainage Area Maps
Hydraulic Data
Drainage Sheets
Bridge Hydrology Sheets
Inlet & Manhole Details
Utility Support Details
Culvert Cross Sections & Details
Special Culvert Designs
Special Drainage Details
Chain Link Fence Locations
Ramp Details Sheet
Removal Item Sheet - Including detours
(Shown in detour summary, No payment for removal; subsidiary to construction detours)
Pavement Details
Pavement Standard Modification for Concrete Shoulder
Concrete Pavement Continuously Reinforced (CPCR)
Concrete Pavement Contraction Design (CPCD)
Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
Bridge Approach Slab Details
Vehicle Attenuator Details
Miscellaneous Details
Wheelchair Ramps
Pavement Marking Details
Modified Standards
List of Standards
Permanent Signing Plans & Quantities

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Permanent Lighting Plans, Quantities & Standards
Bridge Layout(s)
Bridge Details
Retaining Wall Layout(s)
Retaining Wall Details
Pumphouse Details
Underdrain Details (Retaining Walls)
Culvert Standards
Soil Profile
Temporary Traffic Signals
Design Cross Sections
Estimate
List of Standard Specification, Special Provisions & Special Specifications
Detour Special Provisions (If Required)
Construction Time Estimate
Critical Path Method (CPM)
Unit Price Documentation

Miscellaneous

Conduit Requirements
Traffic signal Requirements

Summaries **(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**

Salvaging and Placing Topsoil
Prepare ROW
Remove Old Structures
Scarify Existing Pavement
Remove Old Concrete Curb of Curb and Gutter (C&G)
Remove Old Concrete Pavement
Remove Old Concrete Riprap
Remove Metal Beam Guard Fence
Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
Temporary Guard Fence (TEMPGF)
Summary of Concrete Flumes
Curbs
Adjust Manholes & Inlets
Underdrains
Base and Pavement
Large Structure
Concrete Riprap (RR8 & RR9)
Temporary Portable Concrete Barrier (PCBR)
Concrete Traffic Barrier
Vehicle Attenuator
Guard Rail Energy Absorbing Terminal (Great System)
Pavement Markings & Blast Cleaning (Thermoplastic)
Retaining Walls
Large Structure Summaries
Small Structure Summaries

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Summaries

(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)

Earthwork (Roadway & Channel) & Channel Details
Culverts
Detours
Seeding or Mulch Sod - Quantity Only
Inlet & Manholes
Sidewalks
Construction Pavement Markings
Driveways
Concrete Median
Storm Sewers
Head Walls & Safety End Treatments
Curb Openings
Manholes
Chain Link Fence, Remove & Replace Chain Link Fence
Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

EXHIBIT "C"
PROJECT SCHEDULE

WHALEN ROAD EXTENSION PROJECT
From Intersection of FM 1016 SH 336 East to FM 2061

	2017						2018				
TASK AND DESCRIPTION	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY
WA #1: Phase I - EA, Limited Public Involvement & Schematic											
Notice to Proceed											
Limited Public Involvement with Project Stakeholders											
Phase I Environmental Site Assessment											
Schematic Design & Hydrologic Mapping											
Field Surveys for Design & Construction											
WA #2: Phase II - PS&E and Construction Oversight											
PS&E Design (Including Bridge & Traffic Signals)											
Permitted Utility Adjustment Coordination											
Local Letting Procedures for Bridge & Signal Work											
Let Project											
Construction Inspection for Bridge & Signal Work											
WA #3: Phase III - ROW Mapping											
Complete ROW Map											
ROW Acquisition											

B2Z Engineering
Hidalgo County

Exhibit D

B2Z ENGINEERING

Contract Rates

Personnel Classification	Hourly Base Rate	Contract Rate FY 2017	Contract Rate FY 2018†	Contract Rate FY 2019†
Senior Project Manager / Prinicpal	$ 68.00	$ 211.48	$ 217.82	$ 224.36
Project Manager	$ 60.00	$ 186.60	$ 192.20	$ 197.96
Senior Structural/Geotechnical Engineer	$ 57.00	$ 177.27	$ 182.59	$ 188.07
Project Engineer (10+ Years Experience)	$ 45.00	$ 139.95	$ 144.15	$ 148.47
Construction Engineer / PMP	$ 55.00	$ 171.05	$ 176.18	$ 181.47
Design Engineer (5~10 Years Experience)	$ 38.00	$ 118.18	$ 121.73	$ 125.38
GIS / Sr. Eng. Tech	$ 31.00	$ 96.41	$ 99.30	$ 102.28
EIT	$ 29.00	$ 90.19	$ 92.90	$ 95.68
Construction Inspector	$ 28.00	$ 87.08	$ 89.69	$ 92.38
Engineer Tech	$ 24.00	$ 74.64	$ 76.88	$ 79.19
CADD Operator	$ 21.00	$ 65.31	$ 67.27	$ 69.29
Admin/Clerical	$ 20.00	$ 62.20	$ 64.07	$ 65.99
Overhead Rate*: 177.71% Profit Rate: 12.00%	Contract Rates include labor, overhead, and profit. Contract Rates to be used to derive lump sum totals. All rates are negotiated rates and are not subject to change or adjustment.			

Direct Expenses:

Lodging	$85/night
Meals	$36/day
Mileage	$0.56/mile
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

* = Overhead Rate is TxDOT 2017 Approved Audited Overhead Rate.

† = 3% Escalation Rate added to future fiscal years.

EXHIBIT "E"
Sample Work Authorization

HIDALGO COUNTY
Professional Engineering Services
Contract # C-17-182-06-13
Work Authorization Form

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **B2Z Engineering, LLC**, professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide
_____
_____
_____

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

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

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

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

SAMPLE

EXHIBIT "E"

Sample Work Authorization

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner _____ as to content and detail of this **Work Authorization No. ___**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
B2Z ENGINEERING

_____
By: Aisha M. Gonzalez
President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

Location Map
Exhibit A – Services to be Provided by the Owner
Exhibit B – Services to be Provided by the Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.

TO AGREEMENT FOR PROFESSIONAL SERVICES

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 **B2Z Engineering, LLC**, Professional Engineers of Mission, Texas, hereinafter called "**Engineer**".
WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____, 2017 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article _____ of the **Agreement**, (article title), establishes _____; and,

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

A. AGREEMENT

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

I. Article _____ of the **Agreement,** (article title), is revised to

_____
_____
_____
_____

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

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2017.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

Exhibit G

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/11/2017

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:	
The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	PHONE (A/C, No, Ext): (713) 552-1900	FAX (A/C, No): (713) 513-5411
	E-MAIL ADDRESS: tlanders@riskspecialtygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Indemnity Co of CT	
	INSURER B : AXIS Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

B2Z Engineering, LLC
P.O. Box 2724
McAllen TX 78502

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			660-0E787992	01/17/2017	01/17/2018	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BA7F749501	01/17/2017	01/17/2018	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	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB4203T391	01/17/2017	01/17/2018	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
B	Professional Liability "claims made"			AEA000460-02-2017	01/17/2017	01/17/2019	Each Claim Limit Policy Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2802 S Business Hwy 281

Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE <DD>

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Zimbra **erika.zamora@co.hidalgo.tx.us**

RE: Whalen Road Contract

From : Steve Crain <scrain@atlashall.com> Mon, Jun 12, 2017 01:50 PM
Subject : RE: Whalen Road Contract 5 attachments
To : 'Erika Zamora' <erika.zamora@co.hidalgo.tx.us>

Good to go.

From: Erika Zamora [mailto:erika.zamora@co.hidalgo.tx.us]
Sent: Monday, June 12, 2017 1:38 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Whalen Road Contract

Steve,

As discussed this morning, attached please find the engineering contract with B2Z for Whalen Road with the requested revisions.

Please let me know if you approve.

Respectfully,

Erika Zamora
Director of Management Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

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HIDALGO COUNTY
Professional Engineering Services
Agreement #C-17-182-06-13

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **B2Z ENGINEERING LLC,** professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the Schematic Design, Environmental, Limited Public Involvement & Design Survey for "Whalen Road" that encompass the limits of Hidalgo County Precinct 2.

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 **$149,467.95**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles 5 and 6 of the Agreement.

PART 4. FUNDING
This Work Authorization No. 1 shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and Confirmation by Hidalgo County Precinct No.2, Commissioner, Eduardo Cantu, as to content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 2:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 201__.

THE ENGINEER:
B2Z ENGINEERING

_____
By: Nicholus Muñoz, Vice President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

The following provides an outline of the services to be provided by the **Owner** in the development of the proposed improvements to Whalen Road located within Hidalgo County hereinafter denoted as the **Project**.

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 5 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 the **Engineer** cannot easily obtain.

4) Provide any available relevant data the **Owner** may have on file concerning the **Project**.

5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed upon work schedule prepared in accordance with Exhibit "C" attached to this Work Authorization.

6) Attend and participate in progress meetings as required and as coordinated and conducted by **Engineer**.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1-PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL:

PROJECT/DESCRIPTION: New location and 2 lane rural overlay

LENGTH: 1.7 miles

HIGHWAY: Whalen Road

LIMITS: From intersection of FM 1016 & SH 336 East to FM 2061

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
___ Widen Non-Freeway
___ New Location Toll Freeway
_X_ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean B2Z Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

LPA shall mean Hidalgo County.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 2 – PRELIMINARY DESIGN VALUES

(Function Code 102)

Services Provided By: ENGINEER	LPA	
YES	NO	Preliminary Design Values *The Engineer will work with the Owner to establish basic design concepts, project controls and general scope of Projects.*
YES	NO	Preliminary Route Locations on Uncontrolled Mapping *The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Project.*
YES	NO	Uncontrolled Mapping (w/Contours & GIS Info) *The Engineer will investigate the existing routes and coordinate with the Owner on establishing the best-fit alignments and mapping proposed geometry for Projects. Preliminary Location Exhibit will be developed.*
NO	NO	Preliminary Traffic Evaluations & Trends *The Engineer will investigate existing traffic models and trends for the proposed Projects and adjacent roadways tying into the proposed Projects.*
YES	NO	Preliminary Hydrologic Map *The Engineer will develop a Hydrologic Map for the Projects. Hydrologic Maps will be based on LIDAR and GIS information.*
YES	NO	Preliminary ROW Requirements *The Engineer will research and identify affected property owners on the Projects utilizing the latest appraisal district file information from Hidalgo County Appraisal District and information from Carson Maps.*
YES	NO	Preliminary Cost Estimates *The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.*
YES	NO	Preliminary Environmental Analysis (for fatal flaws) *The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.*
YES	NO	Project Fact Sheet with Est. Local Cost vs. Total Project Cost *The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in this scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.*
YES	NO	Meetings, Coordination & Support for Project Development *The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.*

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 3 - ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	LPA		
YES	NO	1.	Route Location Studies
NO	NO	2.	Level of Service Analysis
NO	NO	3.	Traffic Evaluations and Projections
YES	NO	4.	Develop Roadway Design Criteria
YES	NO	5.	Preliminary Cost Estimates
YES	NO	6.	Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
YES	NO	7.	Preliminary Right-of-Way Requirements
YES	NO	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
NO	NO		a. Pavement (See Section 7, pages 7-2 thru 7-3 for requirements)
NO	NO		b. Retaining Walls (See Section 10, page 10-1 for requirements)
NO	NO		c. Miscellaneous Structures (See Section 10, page 10-3 for requirements)
NO	NO		d. Bridges (See Section 11, page 11-2 thru 11-3 for requirements)

SECTION 4 – PHASE I ENVIRONMENTAL SITE ASSESSMENT
(Function Code 120)

1.0 Phase I Environmental Site Assessment (ESA)

B2Z's approach for performing the Phase I ESA consists of three tasks: first, a review of the public record and an examination of the history of the property; second, an on-site investigation of the property; and third, preparation of a final report summarizing the findings and recommendations of the assessment. The main focus of this site assessment will be to determine if there are any chemical constituents or hazardous materials on the property. B2Z will use the American Society for Testing and Materials (ASTM) Publication E1527-13 as technical guidance for the ESA. B2Z will conduct a search of the National Wetlands Inventory database and a field reconnaissance survey for the presence or absence of Section 404 jurisdictional "waters of the U.S." B2Z will review the existing files held by the Texas Archeological Research Laboratory (TARL) and the Texas Historical Commission (THC) to determine if any previously recorded sites or archeological sites occur within or near the property. In addition, B2Z will conduct a review of the Natural Diversity Database (NDD) checklist for federal and state listed threatened, endangered, and candidate species that potentially occur in the vicinity of the property.

1.1 Compilation and Review of Public Records

This task serves to identify evidence in the public record of activities that may have resulted or could result in contamination or deposition of hazardous materials on the site. Activities to be conducted by B2Z include:

- Compilation and review of pertinent public records (e.g., Texas Commission on Environmental Quality, U.S. Environmental Protection Agency, Texas Railroad Commission) regarding past, present and pending enforcement actions and/or investigations at the site and on the adjoining sites.
- Collect and study topographic maps, soil maps, descriptions of soil composition, and hydrology
- Review reasonably obtainable standard historical information to attempt to identify those uses or occupancies that are likely to have led to recognized environmental conditions. Typical historical information that will be reviewed, if obtainable are as follows: aerial photographs, Fire Insurance Maps, city directories, county tax records, topographic maps, etc.
- A government records review check will be conducted for federal, state, or municipal list of contaminated sites.
- Interviews will be conducted with anyone who may have knowledge of the property's prior uses, which would include current and previous owners and neighbors, previous employees, local government officials, etc.

1.2 Site Reconnaissance

A site reconnaissance will be performed to inspect for evidence of past and/or current presence of hazardous materials on the site and adjoining sites. In addition, B2Z will evaluate any factors in the review of the public record that might be indicative of activities that resulted in hazardous materials being used or deposited on the site or that could result in contamination of the site. The site reconnaissance will include:

- Performance of a detailed physical and visual reconnaissance of every section of the site and adjacent property to observe any signs which may indicate the presence of contaminants on the property and contaminant pathways to the property.
- Photographic documentation of all indicative features of the site for inclusion in the final report.

2.0 Report Preparation

Upon completion of the above tasks, B2Z will provide one (1) original set of a written report documenting the Phase I which will include maps, sources consulted and findings of the historical, transcripts of the interviews, recommendations and findings of the site reconnaissance, etc.; however, will not include the government records search. Two (2) other original sets of the written report will be provided which will include the entire findings including the document records. Unless directed otherwise, only the client will receive the report, and no copies will be distributed without prior approval.

If required, services that would be performed at additional cost that are not included in this Scope are as follows:

- Any sampling, analysis, or any environmental hazard or contaminant (including but not limited to asbestos-containing materials, lead-based paint, or radon).
- Any wetlands delineation.
- Remedial or correction actions.
- Preparation of detailed cost estimates for any Phase II ESA activities.

3.0 Contract Management

B2Z has conducted a preliminary background search on the project in order to develop a cost proposal for this project. B2Z will coordinate with Pct #2 on a bi-weekly basis to provide updates on the progress of the project. B2Z will develop a plan to ensure that the project tasks are performed within the budget and scope of the project. The work plan will include developing a project schedule and coordinating field work to ensure that all work is performed on a timely basis and that Quality Assurance and Quality Control (QA/QC) is performed on each task.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By:
SURVEYOR LPA

DESIGN AND CONSTRUCTION SURVEYS:

PURPOSE:

The purpose of a "design survey" is to provide field information in support of transportation systems design.

The purpose of a "construction survey" is to provide field data in support of highway construction.

DEFINITIONS:

A "design survey" is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A "construction survey" is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

1. Design Surveying

YES NO a. Primary Project Control – 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

YES NO b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Control Data Sheets for inclusion in the Construction Project Plans signed and sealed by an R.P.L.S.
(1) No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
(2) The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
(3) The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
(4) The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
(5) Project control base lines

NO NO (6) Photogrammetric ground control
(a) Establish horizontal control
(b) Establish vertical control points
(c) Place and maintain control point targets

Services Provided By: SURVEYOR	LPA	
YES	NO	c. Other Design Surveying

(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set H&V Control at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each H&V Control. Provide an H&V Control along each outfall identified on the Hydrologic Map. The H&V Control shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Control Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.

(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.

(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.

(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).

(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

(6) The Surveyor shall stake the proposed centerline on the existing fields as approved by Engineer before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout "EXHIBIT E". The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. Jointly the SURVEYOR and the ENGINEER will identify from records such as the Irrigation District Maps and the A&M Data of existing irrigation lines that will need to be tied down. The SURVEYOR will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

(10) Tie to existing underground and overhead utilities (location, elevation and direction)

Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.

Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	LPA	
YES	NO	(11) Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified.
		(12) Driveways and Turnouts (a) Inventory commercial entrances, public roads and side streets separately. (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. (d) Obtain width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
YES	NO	(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
YES	NO	(14) Soil core hole staking at bridge class structures.
YES	NO	(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
YES	NO	(16) Profiles of existing drainage facilities.
NO	NO	(17) Measurement of hydraulic opening under existing bridges.
YES	NO	(18) Obtain elevations of manholes and valves of utilities
YES	NO	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
YES	NO	(20) Ties to existing bridges railroad rail elevations or culverts that may conflict with new construction.
NO	NO	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
YES	NO	(22) Inventory signs, mailboxes, and driveways
NO	NO	(23) Locate wetlands.
YES	NO	(24) Locate existing right-of-ways.
		d. Construction Surveys: In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:
NO	NO	(1) Stake existing and/or proposed right-of-ways.
NO	NO	(2) Stake existing and/or proposed baseline/centerline.
NO	NO	(3) Stake proposed bridge structures.
NO	NO	(4) Stake proposed drainage structures, such as manholes, culverts, etc.
NO	NO	(5) Set grade stakes.
NO	NO	(6) Recover and check existing control points.
NO	NO	(7) Establish additional control points.
NO	NO	(8) Check elevations and locations of structures.
NO	NO	(9) Determine and resolve conflicts associated with survey data.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	LPA	
NO	NO	**2. Photogrammetric Products** a. Uncontrolled Photography (1) Contact Prints (2) Mosaics (3) Digital ortho plots b. Mapping (1) Planimetric Maps (2) Contour Maps (3) Cross Sections (4) Profiles (5) Digital Terrain Models (DTM)
		3. UTILITY SUBSURFACE INVESTIGATION: Utility Quality Levels are in cumulative order (least to greatest) as follows
NO	NO	3.1. Quality Level C - Existing Records: Utilities are plotted from review of available existing records that will be generated by the Engineer on the schematic and provided to the surveyor for his further creation of a Utility Map which will be turned in as a deliverable as part of this work order.
NO	NO	3.2. Quality Level B - Surface Visible Feature Survey: The Surveyor shall gather the field tied Utility Information and compare it to the existing records (if any) as provided by the Engineer and correlate with surveyed surface-visible features. The surveyor shall create a Utility Layout Map or plan layout 2D, showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations. The Layout Map will include all utilities that have been field tied – 2D Horizontal Utilities. This Layout will be provided to the Engineer and a meeting held with Engineer to identify which utilities will need to be tied down vertically. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the Engineer. This information will be provided in the latest version of Micro Station or Geopak used by the State. The electronic file will be delivered on C.D. or DVD. A hard copy is required and must be signed, sealed, and dated by the Surveyor. Note: Determine and inform the Engineer of the approximate utility depths at critical locations. This depth indication is understood by the Engineer to be approximate only and is not intended to be used for preparing the construction plans.
YES	NO	3.3. Subsurface Utility Locate (Test Hole) Service (Quality Level A), **THE SURVEYOR SHALL ESTIMATE LOCATING VERICALLY 25 UTILITES PER MILE OR AS IDENTIFIED BY THE ENGINEER.** Locate shall mean to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B and C. The Surveyor shall: 3.3.1 Review the requested test hole locations that have been identified by the Engineer and Coordinate with utility owner inspectors as may be required by law or utility owner policy.

Services Provided By:
SURVEYOR LPA

3. *Utility Subsurface (continued)*

3.3.2 Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:

- Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
- Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
- Elevation of existing grade over utility at test hole location.
- Horizontal location referenced to project coordinate datum.
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
- Utility facility material(s).
- Utility facility condition.
- Coating/Wrapping information and condition.
- Unusual circumstances or field conditions.

3.3.3 Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.

3.3.4 Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.

3.3.5 Provide complete restoration of work site and landscape to equal or better condition than before excavation.

3.3.6 Plot utility location position information on the Utility Layout sheet and identify the vertical elevation and sealed by the responsible Surveyor. This information will be provided in the latest version of Micro Station or Geopak format used by the State. The electronic file will be delivered on C.D or DVD.

4. DELIVERABLES:

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

YES NO 4.1. Digital Terrain Models (DTM) in a format acceptable by the ENGINEER.

YES NO 4.2. Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys.

YES NO 4.3. Computer printouts or other tabulations summarizing the results of field surveys.

YES NO 4.4. Digital files or media acceptable by the ENGINEER containing field survey data.

YES NO 4.5. Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.

YES NO 4.6. Field survey notes, as electronic and/or hard copies.

YES NO 4.7. A H&V Control Book identifying the basis of the Primary and Secondary Control and an 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.

Services Provided By: SURVEYOR LPA

4. *Deliverables (continued)*

YES NO 4.8. Final mylar set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines.

YES NO 4.9. A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder.

YES NO 4.10. Survey reports in a format requested by the ENGINEER.

YES NO 4.11. Items indicated under the Automation Requirements Section 6.

5. GENERAL REQUIREMENTS:

5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.

5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.

5.3. Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.4. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.

5.5. Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.6. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:

- Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.
- Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.1 of one foot.
- Utilities and improvements: less than 0.2 of one foot.
- Cross-sections and profiles: less than 1 foot.
- Bore holes: less than 3 feet.
- Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.02 of one foot.
- Utilities and improvements: less than 0.1 of one foot.
- Cross-sections and profiles: less than 0.2 of one foot.
- Bore holes: less than 0.5 of one foot.

Services
Provided By:
SURVEYOR LPA

5. AUTOMATION REQUIREMENTS:

6.1 Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.

6.2 Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.

6.3 Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 7 - ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	LPA	
		1. Geometric Design
YES	NO	a. Horizontal and Vertical Alignment (Preliminary based on office surveys)
YES	NO	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
YES	NO	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

Services Provided By: ENGINEER	LPA	
NO	NO	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
NO	NO	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
NO	NO	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
NO	NO	b. Typical Sections
NO	NO	c. Design Cross Sections
NO	NO	d. Determine Cut and Fill Quantities
NO	NO	e. Slope Stability Analysis
NO	NO	f. Embankment Foundation Stability Analysis
NO	NO	g. Embankment Settlement Analysis
		5. Pavement Design
NO	NO	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
NO	NO	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
NO	NO	(a) Along center line
NO	NO	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	LPA	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
NO	NO	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	NO	d. Traffic Data for Pavement Design by STATE
NO	NO	e. Basic Design Criteria
NO	NO	f. Life Cycle Cost Analysis(es)
NO	NO	g. Cost Data
NO	NO	h. Pavement Material Properties
NO	NO	i. Rehabilitation Investigations
NO	NO	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

SECTION 8 - DRAINAGE

(Function Code 161)

Services Provided By: ENGINEER	LPA	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the LPA.
		1. Hydrologic Studies, Discharges
YES	NO	a. Hydrologic Map showing drainage areas, contours and drainage Q's.
NO	NO	b. Drainage area maps showing existing conditions and proposed improvements.
YES	NO	c. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
NO	NO	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
NO	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
NO	NO	(3) Culverts
NO	NO	(4) Bridge waterways
NO	NO	(5) Channels
NO	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
NO	NO	(8) Storm Water Management facilities
NO	NO	(9) Other
		(a) Irrigation Canals/Siphons
NO	NO	b. Hydraulic report(s)
NO	NO	c. Federal Emergency Management Agency (FEMA) floodway requirements
NO	NO	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
NO	NO	(1) New culverts
NO	NO	(2) Culvert widening and/or lengthening
NO	NO	(3) Culvert replacements
		b. Storm sewers
NO	NO	(1) New storm sewers
NO	NO	(2) Modify existing storm sewers
NO	NO	(3) Inlets
NO	NO	(4) Manholes
NO	NO	(5) Trunk lines
NO	NO	c. Pump stations
NO	NO	d. Subsurface drainage at retaining walls
NO	NO	e. Outfall channel(s) within the ROW
NO	NO	f. Outfall channel(s) outside the ROW
NO	NO	g. Detention Pond(s) within the ROW
NO	NO	h. Detention Pond(s) outside the ROW
NO	NO	i. Summary of Quantities
NO	NO	j. Storm Water Management facilities
NO	NO	4. Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the LPA prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the LPA. The ENGINEER shall coordinate through the LPA for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the LPA**'s** Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the LPA.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the LPA and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the LPA will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the LPA shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the LPA.

If required, the ENGINEER shall provide to the LPA, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the LPA's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
Schematic	Mission Office
Environmental Document	Mission Office

The work effort will be managed out of the Mission (City)
office located at 900 S. Stewart Rd, Suite 4 (Address),
Mission (City), Texas (State).

EXHIBIT "C"
PROJECT SCHEDULE

WHALEN ROAD EXTENSION PROJECT
From Intersection of FM 1016 SH 336 East to FM 2061

	2017						2018				
TASK AND DESCRIPTION	**JUL**	**AUG**	**SEPT**	**OCT**	**NOV**	**DEC**	**JAN**	**FEB**	**MARCH**	**APRIL**	**MAY**
WA #1: Phase I - EA, Limited Public Involvement & Schematic											
Notice to Proceed											
Limited Public Involvement with Project Stakeholders											
Phase I Environmental Site Assessment											
Schematic Design & Hydrologic Mapping											
Field Surveys for Design & Construction											
WA #2: Phase II - PS&E and Construction Oversight											
PS&E Design (Including Bridge & Traffic Signals)											
Permitted Utility Adjustment Coordination											
Local Letting Procedures for Bridge & Signal Work											
Let Project											
Construction Inspection for Bridge & Signal Work											
WA #3: Phase III - ROW Mapping											
Complete ROW Map											
ROW Acquisition											

B2Z Engineering
Hidalgo County

EXHIBIT "D"
FEE PROPOSAL

Whalen Road - Contract # 17-182-06-13

Precinct #2

		Hidalgo County Precinct #2 WA #1	MANHOURS Senior Project Manager	Project Engineer	Senior Engineer Tech	Admin/Clerical	B2Z Total Hours	Total Line Item Cost
		TASKS						
	1	Environmental Phase I Site Assessment	10	26	39	8	83	$10,011.09
	2	Schematic Design	32	85	151		268	$33,221.02
	3	Limited Public Involvement w/Project Stakeholders	20	18	0		38	$6,748.70
	4	Hydrologic Mapping	10	32	72		114	$13,534.72
	5	Office Surveys for Schematic	4	11	18	6	39	$4,493.95
	6	Preliminary Permitted/Compensable Utility Identification on Schematic	3	17	36		56	$6,484.35
	7	Mangement of Field Surveys for Design & Construction	14	24		8	46	$6,817.12
	8	Field Surveys for Design & Construction - SUB	See Detailed Proposal from ROWSS Page 2 of 2					$68,157.00
			93	**213**	**316**	**22**	**622**	
Labor Hours			**93**	**213**	**316**	**22**	**622**	
Hourly Base Rates			$ 68.00	$ 45.00	$ 31.00	$ 20.00		
Contract Rate FY2017			$ 211.48	$ 139.95	$ 96.41	$ 62.20		
Total Labor Costs			**$ 19,667.64**	**$ 29,809.35**	**$ 30,465.56**	**$ 1,368.40**		**$149,467.95**

Direct Expenses

B2Z Engineering Total Cost **$ 149,467.95**

Exhibit "D"
BUDGET
LUMP SUM RATE BASIS OF PAYMENT

Work Authorization No. 1

	A	B	C	D	E	F	G	H	I	J	K
1	**Highway: Whalen Road**							**R.O.W. Surveying Services, L.L.C.**			
2	**County:** Hidalgo County, Texas										
3	**Limits:** From Intersection of FM 1016 & SH336 East to FM 2061										
4	**Description of Work:** Design Survey										
5	**TASK AND DESCRIPTION**	**Survey**		**Survey**	**4-man**	**3-man**	**2-man**		**Admin/**	**Total**	**Cost**
6	**FC 150 Field Surveying**	**PM**	**RPLS**	**Technician**	**Survey Crew**	**Survey Crew**	**Survey Crew**	**SUE/per unit**	**Clerical**	**Hours**	
7	**HOURLY RATE**	**$124.00**	**$125.00**	**$82.00**	**$175.00**	**$155.00**	**$130.00**	**$1,250.00**	**$50.00**		
8	**PHASE 1 - FC 150 Field Surveying (Control Hz & Vt)**										
9	A. Primary Project Control										
10	a. Establish Primary Control	0	1	2	0	10	0	0	0	13	$ 1,839.00
11	B. Secondary Project Control										
12	a. Set additional secondary control points as needed	0	1	5	0	5	0	0	0	11	$ 1,310.00
13	b. Horizontal values established with RTK or VRS	0	1	4	0	8	0	0	0	13	$ 1,693.00
14	c. Vertical values established with digital level	0	1	2	0	0	16	0	0	19	$ 2,369.00
15	Subtotal Hours	0	4	13	0	23	16	0	0	56	
16	Subtotal Cost - Phase 1	$0.00	$500.00	$1,066.00	$0.00	$3,565.00	$2,080.00	$0.00	$0.00		**$ 7,211.00**
17	**PHASE 2 - DTM Topography and Cross sections (Total Length =1.1 Miles, Side Streets= 0.6 Miles, and 500' X-Sections**										
18	C. Setting Benchmarks										
19	1. Setting Benchmarks @ 1000'(ft) intervals	0	0	0	0	8	0	0	0	8	$ 1,240.00
20	2. Topographic & Crossections	0	0	16	0	8	0	0	0	24	$ 2,552.00
21	3. Locate Visible Utilities	0	0	16	0	8	0	0	0	24	$ 2,552.00
22	4. Cross Culverts, Driveway Culverts, Inverts	0	0	8	0	8	0	0	0	16	$ 1,896.00
23	5. Right of Entry, ROW Research, Aprraisal Dist. Records	0	1	0	0	0	0	0	10	11	$ 625.00
24	6. Proposed Centerline on Existing Pavement Pre-Construction for Utilities	2	1	16	0	8	0	0	0	27	$ 2,925.00
25	7. Profile and Cross section Intersecting Streets	0	0	8	0	8	0	0	0	16	$ 1,896.00
26	8. Irrigation Crossings	0	0	8	0	8	0	0	0	16	$ 1,896.00
27	9. Existing Storm Drain H&V	0	0	8	0	8	0	0	0	16	$ 1,896.00
28	10. Tie Existing Underground and Overhead Utilities Coordinate with Engineer (No SUE)	2	1	8	0	8	0	0	0	19	$ 2,269.00
29	11. Additional Field Surveying										
30	a. Irrigation Lines	2	1	8	0	8	0	0	0	19	$ 2,269.00
31	b. Outfalls	2	1	8	0	8	0	0	0	19	$ 2,269.00
32	c. Driveways and Turnouts	0	0	8	0	8	0	0	0	16	$ 1,896.00
33	15. Profiles of Existing Drainage Facilities	0	0	8	0	8	0	0	0	16	$ 1,896.00
34	17. Obtain Elevations of Manholes and Valves of Utlities	0	0	8	0	8	0	0	0	16	$ 1,896.00
35	18. Provide temp. signs, traffic control, flags, safety equip. etc.	0	0	0	0	8	0	0	0	8	$ 1,240.00
36	19. Ties to Existing Bridges or Culverts that may be in conflict with new construction	0	0	8	0	8	0	0	0	16	$ 1,896.00
37	21. Inventory Signs, mailboxes, and driveways	0	0	8	0	8	0	0	0	16	$ 1,896.00
38	22. Survey Control Data Sheets per TxDOT	0	4	8	0	0	0	0	0	12	$ 1,156.00
39	23. Recover and Establish Existing CL and ROW	0	0	0	0	0	0	0	0	0	$ -
40	24. Coordinate with the Engineer for Existing CL Stationing	2	2	0	0	0	0	0	0	4	$ 498.00
41	25. Right of Way Restaking (Pre Construction)	0	2	8	0	8	0	0	0	18	$ 2,146.00
42	26. SUE Level A Data Sheets	0	8	16	0	0	0	0	0	24	$ 2,312.00
43	Subtotal Hours	10	21	176	0	144	0	0	10	361	
44	Subtotal Cost - Phase 2	$1,240.00	$2,625.00	$14,432.00	$0.00	$22,320.00	$0.00	$0.00	$500.00		**$ 41,117.00**
45	*** PHASE 3- SUBSURFACE UTILITY ENGINEERING *(See Note Below)***										
46	1. Hydro Excavation SUE Level A (10 holes at $1250 each)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12,500.00	$0.00	$0.00	$ 12,500.00
47	Total Cost-Phase 3	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12,500.00	$0.00	$0.00	**$ 12,500.00**
48	**PHASE 4 - FINAL REPORT & DELIVERABLES**										
49	A. CADD file (2D & 3D) for limits of project	0	0	8	0	0	0	0	0	8	$ 656.00
50	B. Final Report and Deliverables	4	8	8	0	0	0	0	2	22	$ 2,252.00
51	Subtotal Hours	4	8	16	0	0	0	0	2	30	
52	Subtotal Cost - Phase 4	$496.00	$1,000.00	$1,312.00	$0.00	$0.00	$0.00	$0.00	$100.00		**$ 2,908.00**
53	**PROJECT MANAGEMENT & OVERSIGHT**										
54	A. Meeting & Coordination w/ Engineers	5	5	0	0	0	0	0	2	12	$ 1,345.00
55	B. QC/QA Survey	8	8	12	0	0	0	0	2	30	$ 3,076.00
56	Subtotal Hours	13	13	12	0	0	0	0	4	42	
57	Subtotal Cost - PM & Oversight	$1,612.00	$1,625.00	$984.00	$0.00	$0.00	$0.00	$0.00	$200.00	0	**$4,421.00**
58	**Total Fee FC 150**	**$3,348.00**	**$5,750.00**	**$17,794.00**	**$0.00**	**$25,885.00**	**$2,080.00**	**$12,500.00**	**$800.00**	0	**$68,157.00**
59	*** Number of SUE Test Holes dependant on Utility Investigation and Engineer Approval**										

AI-60268 **Purchasing Department** **21. D. 4.**

CC - REGULAR

Meeting Date: 06/13/2017

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):

	JAVIER HINOJOSA ENGINEERING	QUINTANILLA, HEADLEY, AND ASSOCIATES, INC	CRUZ HOGAN CONSULTANTS, INC.
EVALUATOR NO. 1	95	98	96
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

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	06/09/2017 04:17 PM
Budget & Management	Veronica Ortiz	06/09/2017 04:22 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM

Form Started By: Rocio Villarreal Started On: 06/09/2017 02:00 PM

Final Approval Date: 06/09/2017

HIDALGO COUNTY PRECINCT NO 2

FOR

On-Call Prof. Engineering Services
Scoring & Evaluation
GRID

Total Scores	**Javier Hinojosa Engineering**	**Quintanilla, Headley, and Associates, Inc.**	**Cruz Hogan Consultants, Inc.**
Evaluator# 1	95	98	96
Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 2

AI-60199 **Purchasing Department** **21. D. 5.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

a. Acceptance and approval of Work Authorization No. 9 (with an estimated cost of $260,673.64) as submitted by project engineer, L&G Consulting Engineers, to provide environmental re-evaluation, public involvement, and schematic design for the Pct 2 Regional Linear Park Project ~ Segment 2 through Contract # C-15-046-03-03.
b. Pursuant to contract with L&G Engineering (Article 14), a request for approval by engineer to permit the subcontracting of ROW Surveying Services, LLC.and B2Z Engineering, LLC, in connection with C-15-046-03-03, Work Authorization No. 9 for the Pct 2 Regional Linear Park Project.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1315-452-00-122-110-0-740

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

BUDGETARY IMPACT:

Funding pending approval of AI#60242 CC6/13/17.

Attachments

Subcontracting Notice

WA

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Darlene Betancourt	06/09/2017 02:10 PM
Budget & Management	Veronica Ortiz	06/09/2017 02:11 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Erika Zamora		Started On: 06/07/2017 06:13 PM
Final Approval Date: 06/09/2017		

L&G Engineering
Transportation Consultants

June 7, 2017

Hon. Eduardo "Eddie" Cantu
Attn: Erika Zamora – Director of Management Operations
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: Subcontracting Notice for Regional Linear Park
C-15-046-03-03
Work Authorization #9

Dear Commissioner Cantu:

We would like to inform you of the subcontractors that we will be using on the Regional Linear Park Project ~ Work Authorization #9. Please coordinate with your Purchasing Department for Commissioner's Court approval of this notification. These subcontractors will be providing Surveying and Design QA/QC for the above referenced project.

Subcontractor:

Surveyor:
Mr. Julio Cerda, P.E.
R.O.W. Surveying Services, LLC.
900 S. Stewart Road, Ste. 13
Mission, Texas 78572
Phone (956)-424-3335

Design QC/QA:
Mr. Rosendo Garcia, P.E.
B2Z Engineering, LLC
900 S. Stewart Road, Ste. 4
Mission, Texas 78572
Phone (956)-585-3773

Should you have any questions, please feel free to give me a call at 956-585-1909.

Sincerely,

David Saenz, P.E., C.F.M.
Project Manager

cc: Hidalgo County Auditor's Office

HIDALGO COUNTY
Professional Engineering Services
Contract # C-15-046-03-03
Work Authorization Form

WORK AUTHORIZATION NO. 9

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide:
Environmental Re-Evaluation, Public Involvement and Schematic Design for the Pct 2 Regional Linear Park Project ~ Segment 2.

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 $**260,673.64**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D" Fee Schedule*.**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 5 & 6** of the Agreement.

PART 4. FUNDING
This Work Authorization No. 9 shall be funded through funding source:
Account No**.** _____
Requisition Number _____

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by **Hidalgo County Precinct No. 2**, Commissioner **Eduardo Cantu** as to content and detail of this **Work Authorization No. 9**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2

BY: _____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS
Exhibit A – Services to be Provided by the Owner
Exhibit B – Services to be Provided by the Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** for the Environmental Assessment, Public Involvement and Schematic Design of the proposed Regional Linear Park Project located within the Cities of Pharr, San Juan & McAllen and within the limits of South San Antonio Avenue to South 2nd Street in Hidalgo County hereinafter denoted as the **Project**.

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 the 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 **Project**.

5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed upon work schedule prepared in accordance with Exhibit "C" attached to this Work Authorization.

6) Attend and participate in progress meetings as required and as coordinated and conducted by **Engineer**.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1 - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: Environmental Assessment Re-Evaluation, Public Involvement, and Schematic Design for the Hidalgo County Pct. 2 Regional Linear Park Project ~ Segment 2

LENGTH: 6.56 Miles (Approx.)

HIGHWAY: Prop. Linear Park

LIMITS: From Ridge Rd. (Pharr) to 2nd Street (McAllen)

EXISTING FACILITY

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
___ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)
_X_ Pedestrian Facility – Linear Park

ENGINEER shall mean L&G Consulting Engineers, Inc.

STATE shall mean Texas Department of Transportation (TxDOT).

COUNTY shall mean the Hidalgo County.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 3 - ROUTE AND DESIGN STUDIES
(Function Code 110)

Services Provided By: ENGINEER	COUNTY		
YES	NO	1.	Route Location Studies
N/A	N/A	2.	Level of Service Analysis
N/A	N/A	3.	Traffic Evaluations and Projections
YES	NO	4.	Develop Roadway Design Criteria (Hike & Bike Trail Criteria)
YES	NO	5.	Preliminary Cost Estimates
YES	NO	6.	Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
YES	NO	7.	Preliminary Right-of-Way Requirements
YES	NO	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
NO	NO		a. Pavement
NO	NO		b. Retaining Walls
NO	NO		c. Miscellaneous Structures
NO	NO		d. Bridges

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 4
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services Provided By: ENGINEER	COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
		a. Environmental Assessments
YES	NO	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
N/A	N/A	(2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
N/A	N/A	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
N/A	N/A	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
N/A	N/A	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
YES	NO	a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
YES	NO	b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
		3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the COUNTY.
YES	NO	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
YES	NO	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
YES	NO	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
YES	NO	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		4. Noise and Air Quality Analyses
N/A	N/A	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.
N/A	N/A	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.
YES	NO	5. Ecological Investigations A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard. A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultations may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.
YES	NO	6. Hazardous Materials The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
YES	NO	7. General Guidelines for Preparation of Environmental Documents a. The Biological Impact Evaluation Report will be prepared and submitted electronically to TxDOT. b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT. c. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site. d. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44. e. The administratively complete document will be submitted to TxDOT electronically through their FTP site. f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client, one (1) hardcopy to the district, and (3) hardcopies to TxDOT ENV. g. Exhibits in the environmental document shall be color copies and text shall be black and white.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 7 - ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Geometric Design
YES	NO	a. Horizontal and Vertical Alignment
YES	NO	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(4) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(5) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(6) Direction of traffic flow on all roadways.
		(7) The geometric of speed change (acceleration, deceleration, climbing) lanes.
YES	NO	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
YES	NO	2. General Guidelines for Project Development *(continued)*

e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.

f. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.

g. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project.

EXHIBIT B-1

SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

SECTION 1-PROJECT DESCRIPTION

The services designated herein as "Services provided by the SURVEYOR" shall include the performance of all surveying services for the following described facility:

COUNTY/CITY: Hidalgo County

CONTROL: _____

PROJECT/DESCRIPTION: Regional Linear Park Full Detail Measurements @ major roadway crossing

LENGTH: @ 5 Intersections/Culvert Crossings

HIGHWAY: Several

LIMITS: From Intersections throughout Linear Park

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
___ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
X Design Survey and SUE

ENGINEER shall mean L&G Engineering.

SURVEYOR shall mean ROW Surveying Services

COUNTY shall mean Hidalgo County

EXHIBIT B-1
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services Provided By:
SURVEYOR CITY/COUNTY

DESIGN AND CONSTRUCTION SURVEYS:

PURPOSE:

The purpose of a "design survey" is to provide field information in support of transportation systems design.

The purpose of a "construction survey" is to provide field data in support of highway construction.

DEFINITIONS:

A "design survey" is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A "construction survey" is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

1. Design Surveying

N/A N/A

a. **Primary Project Control –Secondary Control**
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

N/A N/A

b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Control Data Sheets for inclusion in the Construction Project Plans signed and sealed by an R.P.L.S.
(1) No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
(2) The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
(3) The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
(4) The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
(5) Project control base lines

N/A N/A

(6) Photogrammetric ground control
(a) Establish horizontal control
(b) Establish vertical control points
(c) Place and maintain control point targets

EXHIBIT B-1
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

Services Provided By: SURVEYOR	CITY/COUNTY	
YES	N/A	

c. Other Design Surveying

(1) **The limit of the Design surveys shall be 100-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Surveys will include all SUE work to a full detail box culvert crossing. This full detail of intersection will include all utilities and structures that will allow and determine the accommodation of an alternate route for pedestrian crossing within the ditch and road right of way.** ~~**Establish horizontal and vertical control. Set H&V Control at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each H&V Control. Provide an H&V Control along each outfall identified on the Hydrologic Map. The H&V Control shall be #5 I.R. 2-ft in depth set in concrete. The surveyor shall provide an H&V Control Book (a Sample shall be provided by the Engineer to the Surveyor). The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.**~~

(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.

(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.

(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).

~~(5) Right-of-Entry, Right-of-Way Research, and Appraisal District Records is the responsibility of the Surveyor.~~

~~(6) The Surveyor shall stake the proposed centerline on the existing fields as approved by Engineer before construction for the purpose of utility adjustments and project location.~~

(7) Profile and cross section intersecting streets for ties into project (100-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout "EXHIBIT E". The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. Jointly the SURVEYOR and the ENGINEER will identify from records such as the Irrigation District Maps and the A&M Data of existing irrigation lines that will need to be tied down. The SURVEYOR will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

(10) Tie to existing underground and overhead utilities (location, elevation and direction)

Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.

Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

Services Provided By: SURVEYOR	CITY/COUNTY	
YES	N/A	(11) Cross section and profile all outfall channels identified on the Hydrologic ~~Map for a distance of 200 ft beyond the proposed ROW upstream and downstream at 100 ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified.~~
		(12) Driveways and Turnouts (a) Inventory commercial entrances, public roads and side streets separately. (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. (d) Obtain width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
N/A	N/A	(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
N/A	N/A	(14) Soil core hole staking at bridge class structures.
N/A	N/A	(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
YES	N/A	(16) Profiles of existing drainage facilities.
YES	N/A	(17) Measurement of hydraulic opening under existing bridges. (a) Full detail for possible alternate pedestrian crossings within the ditch and road right of way to include the full detail of the hydraulic opening under existing Cross Culvert (Bridges).
YES	N/A	(18) Obtain elevations of manholes and valves of utilities
YES	N/A	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
N/A	N/A	(20) Ties to existing bridges railroad rail elevations or culverts that may conflict with new construction.
N/A	N/A	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
N/A	N/A	(22) Inventory signs, mailboxes, and driveways
N/A	N/A	(23) Locate wetlands.
N/A	N/A	(24) Locate existing right-of-ways.
		d. Construction Surveys: In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:
N/A	N/A	(1) Stake existing and/or proposed right-of-ways.
N/A	N/A	(2) Stake existing and/or proposed baseline/centerline.
N/A	N/A	(3) Stake proposed bridge structures.
N/A	N/A	(4) Stake proposed drainage structures, such as manholes, culverts, etc.
N/A	N/A	(5) Set grade stakes.
N/A	N/A	(6) Recover and check existing control points.
N/A	N/A	(7) Establish additional control points.
N/A	N/A	(8) Check elevations and locations of structures.
N/A	N/A	(9) Determine and resolve conflicts associated with survey data.

EXHIBIT B-1
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

Services Provided By: SURVEYOR	CITY/COUNTY	
N/A	N/A	**2. Photogrammetric Products** a. Uncontrolled Photography (1) Contact Prints (2) Mosaics (3) Digital ortho plots b. Mapping (1) Planimetric Maps (2) Contour Maps (3) Cross Sections (4) Profiles (5) Digital Terrain Models (DTM)
		3. UTILITY SUBSURFACE INVESTIGATION: Utility Quality Levels are in cumulative order (least to greatest) as follows
YES	N/A	3.1. Quality Level C - Existing Records: Utilities are plotted from review of available existing records that will be generated by the Engineer on the schematic and provided to the surveyor for his further creation of a Utility Map which will be turned in as a deliverable as part of this work order.
YES	N/A	3.2. Quality Level B - Surface Visible Feature Survey: The Surveyor shall gather the field tied Utility Information and compare it to the existing records (if any) as provided by the Engineer and correlate with surveyed surface-visible features. The surveyor shall create a Utility Layout Map or plan layout 2D, showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations. The Layout Map will include all utilities that have been field tied – 2D Horizontal Utilities. This Layout will be provided to the Engineer and a meeting held with Engineer to identify which utilities will need to be tied down vertically. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the Engineer. This information will be provided in the latest version of Micro Station or Geopak used by the State. The electronic file will be delivered on C.D. or DVD. A hard copy is required and must be signed, sealed, and dated by the Surveyor. Note: Determine and inform the Engineer of the approximate utility depths at critical locations. This depth indication is understood by the Engineer to be approximate only and is not intended to be used for preparing the construction plans.
YES	N/A	3.3. Subsurface Utility Locate (Test Hole) Service (Quality Level A), **THE SURVEYOR SHALL ESTIMATE 40 POT HOLES LOCATING VERTICALLY UTILITES AS IDENTIFIED BY THE ENGINEER.** Locate shall mean to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B and C. The Surveyor shall: 3.3.1 Review the requested test hole locations that have been identified by the Engineer and Coordinate with utility owner inspectors as may be required by law or utility owner policy.

Services Provided By:
SURVEYOR CITY/COUNTY

3. *Utility Subsurface (continued)*

3.3.2 Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
- Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
- Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
- Elevation of existing grade over utility at test hole location.
- Horizontal location referenced to project coordinate datum.
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
- Utility facility material(s).
- Utility facility condition.
- Coating/Wrapping information and condition.
- Unusual circumstances or field conditions.

3.3.3 Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.

3.3.4 Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.

3.3.5 Provide complete restoration of work site and landscape to equal or better condition than before excavation.

3.3.6 Plot utility location position information on the Utility Layout sheet and identify the vertical elevation and sealed by the responsible Surveyor. This information will be provided in the latest version of Micro Station or Geopak format used by the State. The electronic file will be delivered on C.D or DVD.

4. DELIVERABLES:

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

YES	N/A	4.1. Digital Terrain Models (DTM) in a format acceptable by the ENGINEER.
N/A	N/A	4.2. Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys.
YES	N/A	4.3. Computer printouts or other tabulations summarizing the results of field surveys.
YES	N/A	4.4. Digital files or media acceptable by the ENGINEER containing field survey data.
YES	N/A	4.5. Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.
YES	N/A	4.6. Field survey notes, as electronic and/or hard copies.
N/A	N/A	4.7. A H&V Control Book identifying the basis of the Primary and Secondary Control and an 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.

EXHIBIT B-1
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

Services Provided By: SURVEYOR	CITY/COUNTY	
		4. *Deliverables (continued)*
N/A	N/A	4.8. Final ~~mylar~~ set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines. If requested by Engineer
N/A	N/A	4.9. A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder.
YES	N/A	4.10. Survey reports in a format requested by the ENGINEER.
YES	N/A	4.11. Items indicated under the Automation Requirements Section 6.

5. GENERAL REQUIREMENTS:

5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.

5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.

5.3. Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.4. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.

5.5. Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.6. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:

- Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.
- Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.1 of one foot.
- Utilities and improvements: less than 0.2 of one foot.
- Cross-sections and profiles: less than 1 foot.
- Bore holes: less than 3 feet.
- Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.02 of one foot.
- Utilities and improvements: less than 0.1 of one foot.
- Cross-sections and profiles: less than 0.2 of one foot.
- Bore holes: less than 0.5 of one foot.

Services
Provided By:
SURVEYOR CITY/COUNTY

5. **AUTOMATION REQUIREMENTS:**

6.1 Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.

6.2 Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.

6.3 Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

EXHIBIT B-1
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

EXHIBIT C
PROJECT DEVELOPMENT SCHEDULE
Regional Linear Park Project - Segment 2
From Ridge Rd. to 2nd Street
Length = 6.6 miles (Approx.)

TASK AND DESCRIPTION	FIRM	2017						2018												2019											
		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Phase I: EA, Public Involvement, Schematic																															
Public Involvement																															
Develop Alternatives & Matrix	L&G																														
Advertise & Conduct Public Meeting	L&G																														
Select TPA	L&G																														
Public Hearing (If Reqd.)	L&G																														
Schematic																															
Develop Schematic	L&G																														
TxDOT Review & Revisions (w/ L&G Coord. & Updates)	TxDOT																														
TxDOT Schematic Approval	TxDOT																														
Environmental Document																															
Draft Environmental Document, Field Visits, etc...	L&G																														
Submit Final Draft Document	L&G																														
Agency Review & Revisions (w/ L&G Coord. & Updates)	TxDOT																														
Environmental Decision	TxDOT																														

L&G FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION (W/ L&G COORD WHERE NOTED)
HIDALGO COUNTY FUNCTION

EXHIBIT C-1

Work Schedule

Hike and Bike Intersections- Work Authorization #_____

Approximate Work Start 6-1-2017

TASK AND DESCRIPTION	FIRM	2017											
		January	February	March	April	May	June	July	August	September	October	November	December
Phase I: DTM Topography and Cross Sections	ROWSS												
A. Topography and Cross Sections													
B. Utilities, Irrigation Crossings, Outfalls, Driveways, etc.													
Phase II: Subsurface Utility Engineering	ROWSS												
A. SUE													

EXHIBIT D
FEE PROPOSAL

Pct 2 Regional Linear Park Project
HIDALGO COUNTY PRECINCT #2

		MANHOURS								
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	Senior Environmental Scientist	ROW Administrator	Admin / Clerical	L&G TOTAL HOURS	Total Line Item Cost
	TASK									
	WA #9 - Pct 2 Regional Linear Park Project Environmental Assessment Re-Evaluation, Public Involvement & Schematic Design – Segment 2									
1	Environmental Document Re-Evaluation with TxDOT					160		80	240	$ 31,196.00
2	Public Involvement for the project with stakeholders and 1 Public meeting	24		24	36	36		16	136	$ 22,154.28
3	Archeological and Historical Research					80		40	120	$ 15,598.00
4	Engineering Technical Support at Public Meetings with Layouts, etc.	14		22	32	36		18	122	$ 16,761.08
5	Coordination and Management of Survey Subconsultant	4		8	12	6				$ 4,758.68
6	SUB: ROWSS – Survey	See Fee Breakdown on Exhibit D-1								$ 47,577.00
7	Schematic for Linear Park (Plan & Profile)	18		50	86	180			334	$ 43,813.06
8	Schematic Design for Linear Park Tunnel Crossings at 4 Roadway Crossings (I Rd., Ridge Rd., E. Moore Rd., and US 281) To be approved by County & TxDOT	10		24	28	36			98	$ 14,461.12
9	Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	8		18	24	32		16	98	$ 12,940.94
10	Preliminary Compensable Utilities Identification on Schematic	8		16	30	36			90	$ 12,749.32
11	Update Schematic based on comments provided by TxDOT/FHWA for schematic and EA update w/ FHWA	12		22	34	42			110	$ 15,987.86
12	Engineering Technical Support at Public Hearing with Layouts, etc.	4		8	10	20		8	50	$ 6,391.16
13	Public Involvement for 1 Public Hearing	14		26	40			36	116	$ 16,285.14
	Subtotal Hours	116		218	332	388	276	0	214	1544
	Hourly Base Rate	$ 70.00		$ 58.00	$ 43.00	$ 30.00	$ 49.00	$ 34.00	$ 20.00	
	FY 17 Contract Hourly Rate w/ OH Mult. (178.12%) & Fixed Fee (12.00%)	$ 231.32		$ 191.67	$ 142.10	$ 99.14	$ 161.93	$ 112.36	$ 66.09	
	Total Labor Costs	$ 26,833.12		$ 41,784.06	$ 47,177.20	$ 38,466.32	$ 44,692.68	$ -	$ 14,143.26	$ 260,673.64

Project Team Cost Proposals - Sub Consultants
R.O.W. Surveying Services, LLC

Cost Proposal
$ 47,577.00

Grand Total $ 260,673.64

EXHIBIT D-1

BUDGET
LUMP SUM RATE BASIS OF PAYMENT

Work Authorization No._____

	A	B	C	D	E	F	G	H	I	J	K
1	**Highway: Pct 2 Linear Park Intersection SUE and Topo**							**R.O.W. Surveying Services, L.L.C.**			
2	**County: Hidalgo County, Texas**										
3	**From: Four Locations throughout project**										
4	**Description of Work: Full Detail Design Survey at Culvert Crossings Intersections for proposed pedestrian crossings**										
5	**TASK AND DESCRIPTION**	**Survey**		**Survey**	**4-man**	**3-man**	**2-man**		**Admin/**	**Total**	**Cost**
6	**FC 150 Field Surveying**	**PM**	**RPLS**	**Technician**	**Survey Crew**	**Survey Crew**	**Survey Crew**	**SUE**	**Clerical**	**Hours**	
7	**HOURLY RATE**	**$124.00**	**$125.00**	**$82.00**	**$175.00**	**$155.00**	**$130.00**	**$1,250.00**	**$50.00**		
20	**PHASE 1 - Detailed DTM Topography, Cross sections and SUE**										
21	I. Full detail for possible alternate pedestrian crossings within the ditch and road right of way to include the full detail of the hydraulic opening under existing Cross Culvert (Bridges).	4	25	53	0	62	0	0	0	144	
22	II. Subsurface Utility Engineering Total Holes 24 Holes (See Note Below)	0	0	0	0	0	0	24	0	24	$ 30,000.00
23	note: These are additional to Previous WA #22 (Engineer will direct ROWSS on where additional SUE work is needed)										
24	Subtotal Hours	4	25	53	0	62	0	24	0	168	
25	Subtotal Cost - Phase 2	$496.00	$3,125.00	$4,346.00	$0.00	$9,610.00	$0.00	$30,000.00	$0.00		$ 47,577.00
38	**Total Fee FC 150**	**$496.00**	**$3,125.00**	**$4,346.00**	**$0.00**	**$9,610.00**	**$0.00**	**$30,000.00**	**$0.00**	**0**	**$ 47,577.00**

AI-60198 **Purchasing Department** **21. D. 6.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

a. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $1,758,973.46) as submitted by L&G Engineering, Contract No. C-15-336-09-29 to provide PS&E, ROW Mapping, and Surveying Services needed for Pct 2-Eldora Road Project (from Jackson to I Road);

b. Pursuant to contract with L&G Engineering (Article 14), a request for approval by engineer, CC approval to permit the subcontracting of ROW Surveying Services, LLC., Ergonomic Transportation Solutions, Inc., and B2Z Engineering, LLC, in connection with C-15-336-09-29, Work Authorization No. 2 for the Pct 2 Eldora Road Project.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1350-431-00-122-123-0-841

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

BUDGETARY IMPACT:

Funding available as of 6/7/17 $1,561,900.00

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-122-123-0-841

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

BUDGETARY IMPACT:

Funding available as of 6/7/17 $937,500.00.

Attachments

Subcontracting Notice

WA

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/08/2017 05:03 PM
Budget & Management	Veronica Ortiz	06/08/2017 05:05 PM

Ivan Cantu	Ivan Cantu	06/09/2017 04:14 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM

Form Started By: Erika Zamora Started On: 06/07/2017 06:08 PM

Final Approval Date: 06/09/2017

L&G Engineering
Transportation Consultants

June 7, 2017

Hon. Eduardo "Eddie" Cantu
Attn: Erika Zamora – Director of Management Operations
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: Subcontracting Notice for Eldora Road Project
C-15-336-09-29
Limits: from Jackson Rd to I Rd

Dear Commissioner Cantu:

We would like to inform you of the subcontractors that we will be using on the Eldora Road Project ~ Work Authorization #2. Please coordinate with your Purchasing Department for Commissioner's Court approval of this notification. These subcontractors will be providing Surveying, Traffic Signal Services, and Design QA/QC for the above referenced project.

Subcontractor:

Surveyor:
Mr. Julio Cerda, P.E.
R.O.W. Surveying Services, LLC.
900 S. Stewart Road, Ste. 13
Mission, Texas 78572
Phone (956)-424-3335

Traffic Signals:
Mr. Harry Simeonidis, P.E.
Ergonomic Transportation Solutions, Inc.
11500 Northwest Freeway, Suite 491
Houston, Texas 77092
Phone (713) 956-9601

Design QC/QA:
Mr. Rosendo Garcia, P.E.
B2Z Engineering, LLC
900 S. Stewart Road, Ste. 4
Mission, Texas 78572
Phone (956)-585-3773

Should you have any questions, please feel free to give me a call at 956-585-1909.

Sincerely,

Robert Macheska, P.E., C.F.M.
Project Manager

cc: Hidalgo County Auditor's Office

HIDALGO COUNTY
Professional Engineering Services
Contract # C-15-336-09-29
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide the PS&E, ROW Mapping, and Surveying Services needed for the Eldora Road Project (from Jackson to I Road).

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$1,758,973.46.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D" Fee Schedule*.**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 5 & 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No**. _____**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by **Hidalgo County Precinct No. 2,** Commissioner Eduardo "Eddie" Cantu, as to content and detail of this **Work Authorization No. 2**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS
Exhibit A – Services to be Provided by the Owner
Exhibit B – Services to be Provided by the Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule

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 PS&E for the necessary improvements to Eldora Rd. located within the City of Pharr, and within the limits of FM 3362 (Jackson Rd.) and Veterans Blvd. (I Rd.) in Hidalgo County hereinafter denoted as the **Project**.

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 5 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 the **Engineer** cannot easily obtain.

4) Provide any available relevant data the **Owner** may have on file concerning the **Project**.

5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed upon work schedule prepared in accordance with Exhibit "C" attached to this Work Authorization.

6) Attend and participate in progress meetings as required and as coordinated and conducted by **Engineer**.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1-PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: Hidalgo County

CONTROL:

PROJECT/DESCRIPTION: PS&E, Design Survey, SUE Investigations, Traffic Signal Warrants & Design, Geotechnical Testing, Pavement Design, ROW Mapping, ROW Acquisition, Compensable & Permitted Utility Coordination & Construction Management

LENGTH: 2.3 Miles

HIGHWAY: Eldora Road

LIMITS: From FM 3362 (Jackson Road) to "I" Road (Veterans Blvd)

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

- ___ Surface Treatment
- ___ Overlay
- ___ Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- _X_ Widen Non-Freeway
- ___ New Location Toll Freeway
- ___ New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

LPA shall mean Hidalgo County.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 5 - RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR LPA

NOTE: No work involving right-of-way (ROW) data is to be performed until the ENGINEER has given the SURVEYOR written approval of the final location of the proposed ROW lines as approved by TxDOT and the LPA.

A. RIGHT-OF-WAY MAPPING:

1. **PURPOSE:**
   The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.
2. **DEFINITIONS:**
   For purposes of this Contract, the following definitions shall apply:
   2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.
   2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.
   2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.
   2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.
   2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.
   2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.
   2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.
   2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.
   2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.
   2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

Services Provided By:
SURVEYOR LPA

2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample Attached)*

3. WORK TO BE PERFORMED:

YES NO

3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

3.1.6. Preliminary Parcel numbering system.

3.1.7. Any and all utilities (permitted or of record)

3.1.8. Reference Sample provided.

YES NO

3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

Services Provided By: SURVEYOR	LPA
YES	NO

3.2 *Right-of-Way Map Continued (continued)*

3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.

3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.

3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.

3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.

3.2.8. County lines and city limit lines shall be located and identified by name.

3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.

3.2.10. Monumentation set or found shall be shown and described as to material and size.

3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.

3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.

3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.

3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.

3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.

3.2.16. Building lines or set-back lines shall be shown and identified.

3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).

3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.

3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

Services Provided By: SURVEYOR	LPA
YES	NO

3.2 *Right-of-Way Map Continued (continued)*

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

Services Provided By:
SURVEYOR LPA

3.3. Exhibits:

An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.

YES NO 3.3.1. Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.
   The property description shall continue with a metes and bounds description which shall include as a minimum:
d. A point of commencing.
e. A point of beginning with the appropriate N and E surface coordinates.
f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.
g. A description of all monumentation set or found shall include, as a minimum, size and material.
h. A reference to the source of bearings, coordinates, and datum used.

YES NO 3.3.2. Parcel Plat:

A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

Services Provided By: SURVEYOR	LPA		
		4.	**DELIVERABLES:** In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):
YES	NO	4.1.	An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications defined in 2.11.
YES	NO	4.2.	A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications defined in 2.12, 3.2 and 3.3. ROW Map Submittal Requirements: 4.2.1. Two (2) paper sets of half-size ROW maps (11"x 17") 4.2.2. One (1) paper set of the full-size ROW maps (22"x 34") 4.2.3. Four (4) sets of original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.* 4.2.4. City requires one (1) electronic copy of the ROW Map on a CD, and One (1) copy of the DGN electronic file on a CD from the surveyor- Both the electronic copy of the ROW Map and the DGN file can be on one CD. ~~IF Roadway is ON-SYSTEM and after Administrative Approval of the ROW Maps by Division (REVISIONS) Submittal Requirements:~~ ~~4.2.5. Two (2) paper sets of the half-size of the affected ROW map sheets (11"x17"), detailing the revision~~ ~~4.2.6. One (1) paper set of the full-size of the affected ROW map sheets (22"x 34"), detailing the revision~~ ~~4.2.7. Four (4) sets of any revised original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*~~ ~~4.2.8. Division needs one (1) electronic copy of the revised ROW Map sheets on a CD, and~~ ~~4.2.9. One (1) copy of the DGN electronic file on a CD from the surveyor- detailing the revision Both the electronic copy of the revised ROW Map sheets and the DGN file can be on one CD.~~
YES	NO	4.3.	Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations of the proposed centerline alignment.
YES	NO	4.4.	Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER of the proposed centerline.
YES	NO	4.5.	A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.
YES	NO	4.6.	Records used to establish ownership.
YES	NO	4.7.	ROW and parcel filed notes signed and sealed by a RPLS.
YES	NO	4.8.	Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.
YES	NO	4.9.	Items indicated under the Automation Requirements Section 6.
YES	NO	4.10	Completed (Attached) Checklist with submittal of ROW Map etc.

Services Provided By:
SURVEYOR LPA

5. GENERAL REQUIREMENTS:

For purposes of this Contract, the following general requirements shall apply:

YES NO

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Hidalgo Counties (4205 Zone), grid coordinates are multiplied by a combined adjustment factor of 1.00004 to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

6. AUTOMATION REQUIREMENTS:

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

YES NO

0.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

0.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

0.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

0.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

0.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.

0.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

0.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

Services Provided By:
SURVEYOR LPA

YES NO

7. GENERAL SPECIFICATIONS:

For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

7.1. Completed right-of-way maps shall be submitted to the ENGINEER, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. ADHERENCE TO STANDARDS:

For purposes of clarity, consistency, and ease of understanding, the LPA, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130:

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.

MAP:

General

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines

___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel

___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH:

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By:
SURVEYOR LPA

DESIGN AND CONSTRUCTION SURVEYS:

PURPOSE:

The purpose of a "design survey" is to provide field information in support of transportation systems design.

The purpose of a "construction survey" is to provide field data in support of highway construction.

DEFINITIONS:

A "design survey" is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A "construction survey" is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

1. Design Surveying

YES NO

a. Primary Project Control – 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

YES NO

b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Control Data Sheets for inclusion in the Construction Project Plans signed and sealed by an R.P.L.S.
(1) No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
(2) The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
(3) The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
(4) The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
(5) Project control base lines

YES NO

(6) Photogrammetric ground control
(a) Establish horizontal control
(b) Establish vertical control points
(c) Place and maintain control point targets

Services Provided By: SURVEYOR	LPA	
YES	NO	c. Other Design Surveying

(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set H&V Control at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each H&V Control. Provide an H&V Control along each outfall identified on the Hydrologic Map. The H&V Control shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Control Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.

(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.

(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.

(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).

(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

(6) The Surveyor shall stake the proposed centerline on the existing fields as approved by Engineer before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout "EXHIBIT E". The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. Jointly the SURVEYOR and the ENGINEER will identify from records such as the Irrigation District Maps and the A&M Data of existing irrigation lines that will need to be tied down. The SURVEYOR will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

(10) Tie to existing underground and overhead utilities (location, elevation and direction)

Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.

Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	LPA	
YES	NO	(11) Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified.
		(12) Driveways and Turnouts (a) Inventory commercial entrances, public roads and side streets separately. (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. (d) Obtain width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
YES	NO	(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
NO	NO	(14) Soil core hole staking at bridge class structures.
NO	NO	(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
YES	NO	(16) Profiles of existing drainage facilities.
NO	NO	(17) Measurement of hydraulic opening under existing bridges.
YES	NO	(18) Obtain elevations of manholes and valves of utilities
YES	NO	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
NO	NO	(20) Ties to existing bridges railroad rail elevations or culverts that may conflict with new construction.
NO	NO	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
YES	NO	(22) Inventory signs, mailboxes, and driveways
NO	NO	(23) Locate wetlands.
YES	NO	(24) Locate existing right-of-ways.

d. Construction Surveys:

In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:

NO	NO	(1) Stake existing and/or proposed right-of-ways.
NO	NO	(2) Stake existing and/or proposed baseline/centerline.
NO	NO	(3) Stake proposed bridge structures.
NO	NO	(4) Stake proposed drainage structures, such as manholes, culverts, etc.
NO	NO	(5) Set grade stakes.
NO	NO	(6) Recover and check existing control points.
NO	NO	(7) Establish additional control points.
NO	NO	(8) Check elevations and locations of structures.
NO	NO	(9) Determine and resolve conflicts associated with survey data.

Services Provided By: SURVEYOR	LPA	
NO	NO	**2. Photogrammetric Products** a. Uncontrolled Photography (1) Contact Prints (2) Mosaics (3) Digital ortho plots b. Mapping (1) Planimetric Maps (2) Contour Maps (3) Cross Sections (4) Profiles (5) Digital Terrain Models (DTM)
		3. UTILITY SUBSURFACE INVESTIGATION: Utility Quality Levels are in cumulative order (least to greatest) as follows
NO	NO	3.1. Quality Level C - Existing Records: Utilities are plotted from review of available existing records that will be generated by the Engineer on the schematic and provided to the surveyor for his further creation of a Utility Map which will be turned in as a deliverable as part of this work order.
NO	NO	3.2. Quality Level B - Surface Visible Feature Survey: The Surveyor shall gather the field tied Utility Information and compare it to the existing records (if any) as provided by the Engineer and correlate with surveyed surface-visible features. The surveyor shall create a Utility Layout Map or plan layout 2D, showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations. The Layout Map will include all utilities that have been field tied – 2D Horizontal Utilities. This Layout will be provided to the Engineer and a meeting held with Engineer to identify which utilities will need to be tied down vertically. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the Engineer. This information will be provided in the latest version of Micro Station or Geopak used by the State. The electronic file will be delivered on C.D. or DVD. A hard copy is required and must be signed, sealed, and dated by the Surveyor. Note: Determine and inform the Engineer of the approximate utility depths at critical locations. This depth indication is understood by the Engineer to be approximate only and is not intended to be used for preparing the construction plans.
YES	NO	3.3. Subsurface Utility Locate (Test Hole) Service (Quality Level A), **THE SURVEYOR SHALL ESTIMATE LOCATING VERICALLY 25 UTILITES PER MILE OR AS IDENTIFIED BY THE ENGINEER.** Locate shall mean to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B and C. The Surveyor shall: 3.3.1 Review the requested test hole locations that have been identified by the Engineer and Coordinate with utility owner inspectors as may be required by law or utility owner policy.

Services Provided By:
SURVEYOR LPA

3. *Utility Subsurface (continued)*

3.3.2 Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:

- Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
- Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
- Elevation of existing grade over utility at test hole location.
- Horizontal location referenced to project coordinate datum.
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
- Utility facility material(s).
- Utility facility condition.
- Coating/Wrapping information and condition.
- Unusual circumstances or field conditions.

3.3.3 Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.

3.3.4 Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.

3.3.5 Provide complete restoration of work site and landscape to equal or better condition than before excavation.

3.3.6 Plot utility location position information on the Utility Layout sheet and identify the vertical elevation and sealed by the responsible Surveyor. This information will be provided in the latest version of Micro Station or Geopak format used by the State. The electronic file will be delivered on C.D or DVD.

4. DELIVERABLES:

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

YES NO 4.1. Digital Terrain Models (DTM) in a format acceptable by the ENGINEER.

YES NO 4.2. Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys.

YES NO 4.3. Computer printouts or other tabulations summarizing the results of field surveys.

YES NO 4.4. Digital files or media acceptable by the ENGINEER containing field survey data.

YES NO 4.5. Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.

YES NO 4.6. Field survey notes, as electronic and/or hard copies.

YES NO 4.7. A H&V Control Book identifying the basis of the Primary and Secondary Control and an 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.

Services Provided By: SURVEYOR	LPA	
		4. *Deliverables (continued)*
YES	NO	4.8. Final mylar set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines.
YES	NO	4.9. A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder.
YES	NO	4.10. Survey reports in a format requested by the ENGINEER.
YES	NO	4.11. Items indicated under the Automation Requirements Section 6.

5. GENERAL REQUIREMENTS:

5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.

5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.

5.3. Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.4. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.

5.5. Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.6. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:

- Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.
- Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.1 of one foot.
- Utilities and improvements: less than 0.2 of one foot.
- Cross-sections and profiles: less than 1 foot.
- Bore holes: less than 3 feet.
- Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.02 of one foot.
- Utilities and improvements: less than 0.1 of one foot.
- Cross-sections and profiles: less than 0.2 of one foot.
- Bore holes: less than 0.5 of one foot.

Services
Provided By:
SURVEYOR LPA

5. AUTOMATION REQUIREMENTS:

6.1 Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.

6.2 Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.

6.3 Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 7 - ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	LPA	
		1. Geometric Design
YES	NO	a. Horizontal and Vertical Alignment (Preliminary based on office surveys)
NO	NO	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
YES	NO	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

Services Provided By: ENGINEER	LPA	
YES	NO	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
NO	NO	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
YES	NO	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
YES	NO	b. Typical Sections
YES	NO	c. Design Cross Sections
YES	NO	d. Determine Cut and Fill Quantities
NO	NO	e. Slope Stability Analysis
NO	NO	f. Embankment Foundation Stability Analysis
NO	NO	g. Embankment Settlement Analysis
		5. Pavement Design
YES	NO	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
YES	NO	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
YES	NO	(a) Along center line
NO	NO	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

Services Provided By: ENGINEER	LPA	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
YES	NO	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
YES	NO	d. Traffic Data for Pavement Design by STATE
YES	NO	e. Basic Design Criteria
YES	NO	f. Life Cycle Cost Analysis(es)
YES	NO	g. Cost Data
YES	NO	h. Pavement Material Properties
YES	NO	i. Rehabilitation Investigations
YES	NO	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 8 - DRAINAGE
(Function Code 161)

Services Provided By: ENGINEER	LPA	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the LPA.
		1. Hydrologic Studies, Discharges
NO	NO	a. Hydrologic Map showing drainage areas, contours and drainage Q's.
YES	NO	b. Drainage area maps showing existing conditions and proposed improvements.
YES	NO	c. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
NO	NO	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
NO	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
NO	NO	(4) Bridge waterways
YES	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
NO	NO	(8) Storm Water Management facilities
YES	NO	(9) Other
		(a) Irrigation Canals/Siphons
NO	NO	b. Hydraulic report(s)
YES	NO	c. Federal Emergency Management Agency (FEMA) floodway requirements
YES	NO	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
YES	NO	(1) New culverts
NO	NO	(2) Culvert widening and/or lengthening
YES	NO	(3) Culvert replacements
		b. Storm sewers
YES	NO	(1) New storm sewers
NO	NO	(2) Modify existing storm sewers
YES	NO	(3) Inlets
YES	NO	(4) Manholes
YES	NO	(5) Trunk lines
NO	NO	c. Pump stations
NO	NO	d. Subsurface drainage at retaining walls
NO	NO	e. Outfall channel(s) within the ROW
YES	NO	f. Outfall channel(s) outside the ROW
YES	NO	g. Detention Pond(s) within the ROW
YES	NO	h. Detention Pond(s) outside the ROW
YES	NO	i. Summary of Quantities
NO	NO	j. Storm Water Management facilities
YES	NO	4. Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

Services Provided By: ENGINEER	LPA	
YES	NO	1. Signing and Markings Layout

a. Requirements (Separate Layout)
   (1) Roadway layout
   (2) Center line with station numbering
   (3) ROW lines
   (4) Culverts and other structures that present a hazard to traffic
   (5) Location of utilities, if not shown on plan and profile
   (6) Existing signs to remain, to be removed, to be relocated
   (7) Proposed signs (illustrated and numbered)
   (8) Existing overhead sign bridges to remain, to be revised, removed or relocated
   (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
   (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
   (12) Quantities of existing pavement markings to be removed
   (13) Proposed delineators and object markers

b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
   (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
   (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
   (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer)
   (5) Tentative ROW limits
   (6) Direction of traffic flow on all roadways
   (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

YES	NO	2. Summary of Small Signs Tabulation
YES	NO	3. Summary of Large Signs Tabulation including all Guide Signs
YES	NO	4. Sign Detail Sheets

a. All signs except route markers
b. Design details for large guide signs
c. Dimensions of letters, shields, borders, corner radii etc.
d. Designation of shields attached to guide signs
e. Designation of arrow used on exit direction signs

Services Provided By: ENGINEER	LPA	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
YES	NO	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
YES	NO	(2) Photographs as appropriate
YES	NO	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
YES	NO	(a) Existing
YES	NO	(b) Estimated
YES	NO	(c) Projected
YES	NO	(d) Pedestrian
YES	NO	(5) Traffic Survey - Count Analysis
YES	NO	(6) Recommendation based on above data
YES	NO	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset

Services Provided By: ENGINEER	LPA	
		5. Traffic Signals *(continued)*
YES	NO	b. Layout *(continued)*
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
YES	NO	(a) Confirm power source
YES	NO	(b) Discuss route of aerial or underground interconnect cable (when applicable)
NO	NO	(c) Adjustment of overhead utility lines
YES	NO	(2) Prepare governing specifications and special provisions list
YES	NO	(3) Prepare project estimate
YES	NO	d. Summary of Quantities

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 10 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	LPA	
		1. Retaining Walls
		a. Structural Details
NO	NO	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
NO	NO	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
NO	NO	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
NO	NO	(1) Mechanically Stabilized Earth
NO	NO	(2) Concrete Block Wall Systems
NO	NO	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
NO	NO	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
NO	NO	e. Foundation Studies (Show cost estimate with Function Code 110)
NO	NO	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
NO	NO	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
NO	NO	g. Estimate
NO	NO	h. Summary of Quantities
NO	NO	i. Typical X-section.
NO	NO	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

Services Provided By: ENGINEER	LPA	
YES	NO	2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
		3. Illumination
NO	NO	a. Preliminary Roadway Illumination Layout and Circuit Layout (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following: (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer) (e) Tentative ROW limits (f) Direction of traffic flow on all roadways (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
NO	NO	b. Final Roadway Illumination and Electrical Circuit Layouts (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc. (2) Center line with station numbering. (3) ROW lines. (4) Symbol legend. Use department standard symbols for lighting and electrical. (5) Culverts and other structures that present a hazard to traffic. (6) Location of underground utilities, if not shown on plan profile. (7) Location of overhead electrical lines, both crossing and parallel to ROW. (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated. (9) Existing service poles, electrical circuits, ground boxes, etc. (10) Contact electric utility for service pole locations, voltage characteristics. (11) Location of proposed sign lighting circuits and roadway illumination. (12) Proposed electrical circuits. (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	LPA	
		3. Illumination *(continued)*
NO	NO	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
YES	NO	a. Erosion Control
NO	NO	b. Landscape Development
YES	NO	5. Compute and Tabulate Quantities
YES	NO	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
NO	NO	(a) New O.S.B. structure(s)
NO	NO	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
NO	NO	(2) High Mast Illumination Poles (HMIP)
NO	NO	(3) Traffic Signal Supports
NO	NO	(4) Conventional Illumination Poles
NO	NO	(5) Sound Barrier Walls
NO	NO	b. Checklist for Layouts
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
NO	NO	c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
NO	NO	a. Utility Agreements
NO	NO	b. Exhibits for Utility Agreements
NO	NO	c. Railroad Agreements
		d. Railroad Exhibits
NO	NO	(1) Railroad Underpasses
NO	NO	(2) Railroad Overpasses
NO	NO	(3) Railroad Grade Crossing (Replanking)
NO	NO	(4) Railroad Grade Crossing Warning Systems (Signals)
NO	NO	(5) Other Miscellaneous Sketches for Railroads
YES	NO	e. Traffic Signal Agreements
YES	NO	f. Exhibits for Traffic Signal Agreements
YES	NO	9. Estimate
YES	NO	10. Specifications and General Notes

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 12 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By:
ENGINEER LPA

YES NO **CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the LPA. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

1) The ENGINEER will furnish the LPA the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the LPA on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the LPA and act as the LPA's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the LPA against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the LPA of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the LPA for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

Miscellaneous Technical Activities:

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the LPA.

11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The LPA will be furnished five (5) set of prints.

NO NO **CONSTRUCTION MATERIAL TESTING:**

The ENGINEER will provide the LPA with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the LPA and the project plans and specifications.
(h) Providing accurate and timely reports to the LPA and all/other recipients as designated by the LPA.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the LPA prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the LPA. The ENGINEER shall coordinate through the LPA for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the LPA's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the LPA.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the LPA and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the LPA will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the LPA shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the LPA.

If required, the ENGINEER shall provide to the LPA, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the LPA's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
ROW Mapping/Surveying	Mission Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the LPA.

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By: ENGINEER	LPA	
___	___	Title Sheet
___	___	Project Layout
___	___	Sequence of Work
___	___	Detour Layouts & Profiles
___	___	Construction Pavement Markings
___	___	Signing & Barricades
___	___	Construction Sign & Beacons
___	___	Typical Sections
___	___	Shaping & Finishing Sections
___	___	Slopes Adjacent to Shoulders
___	___	Estimate & Quantities
___	___	General Notes & Specification Data
___	___	Grading Summary
___	___	Miscellaneous Summaries (See following "SUMMARIES" heading)
___	___	Horizontal Curve Data & Alignment Layouts
___	___	Drainage Summaries
___	___	Structure Summaries
___	___	Erosion Control Summary & Details
___	___	Plan/Profile Sheets
___	___	Erosion Control Summary & Details
___	___	Pavement Contours
___	___	Superelevation Transition (If Required)
___	___	Grading Contours
___	___	Guard Fence Layouts
___	___	Storm Water Pollution Prevention Plans (SW3P)
___	___	Drainage Area Maps
___	___	Hydraulic Data
___	___	Drainage Sheets
___	___	Bridge Hydrology Sheets
___	___	Inlet & Manhole Details
___	___	Utility Support Details
___	___	Culvert Cross Sections & Details
___	___	Special Culvert Designs
___	___	Special Drainage Details
___	___	Chain Link Fence Locations
___	___	Ramp Details Sheet
___	___	Removal Item Sheet - Including detours
		(Shown in detour summary, No payment for removal; subsidiary to construction detours)
___	___	Pavement Details
___	___	Pavement Standard Modification for Concrete Shoulder
___	___	Concrete Pavement Continuously Reinforced (CPCR)
___	___	Concrete Pavement Contraction Design (CPCD)
___	___	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
___	___	Bridge Approach Slab Details
___	___	Vehicle Attenuator Details
___	___	Miscellaneous Details
___	___	Wheelchair Ramps
___	___	Pavement Marking Details
___	___	Modified Standards
___	___	List of Standards
___	___	Permanent Signing Plans & Quantities

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

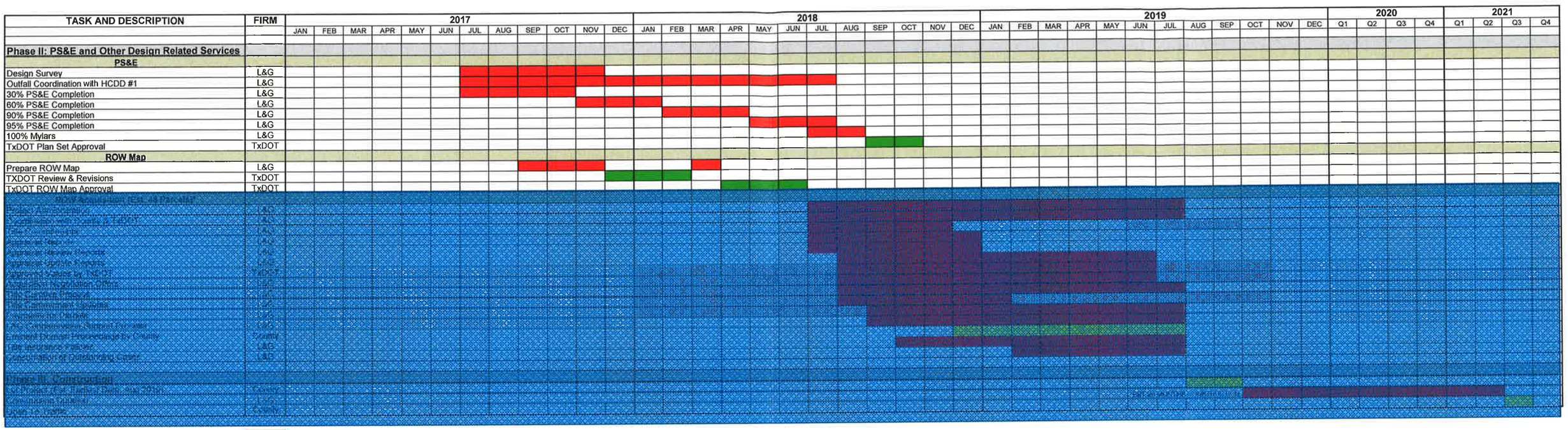
Services Provided By: ENGINEER	LPA	
___	___	Permanent Lighting Plans, Quantities & Standards
___	___	Bridge Layout(s)
___	___	Bridge Details
___	___	Retaining Wall Layout(s)
___	___	Retaining Wall Details
___	___	Pumphouse Details
___	___	Underdrain Details (Retaining Walls)
___	___	Culvert Standards
___	___	Soil Profile
___	___	Temporary Traffic Signals
___	___	Design Cross Sections
___	___	Estimate
___	___	List of Standard Specification, Special Provisions & Special Specifications
___	___	Detour Special Provisions (If Required)
___	___	Construction Time Estimate
___	___	Critical Path Method (CPM)
___	___	Unit Price Documentation
Miscellaneous		
___	___	Conduit Requirements
___	___	Traffic signal Requirements
Summaries		**(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**
___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
___	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	LPA	**Summaries**	**(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**
___	___		Earthwork (Roadway & Channel) & Channel Details
___	___		Culverts
___	___		Detours
___	___		Seeding or Mulch Sod - Quantity Only
___	___		Inlet & Manholes
___	___		Sidewalks
___	___		Construction Pavement Markings
___	___		Driveways
___	___		Concrete Median
___	___		Storm Sewers
___	___		Head Walls & Safety End Treatments
___	___		Curb Openings
___	___		Manholes
___	___		Chain Link Fence, Remove & Replace Chain Link Fence
___	___		Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

Client: Hidalgo County Precinct #2

EXHIBIT "C" PROJECT DEVELOPMENT SCHEDULE
WA#2 ~ Eldora Rd.
From FM 3662 (Jackson Rd.) To Veterans Blvd. (I Rd.)



* Note: Schedule assumes that ROW will be acquired by L&G

L&G FUNCTION
TXDOT FUNCTION
HIDALGO COUNTY FUNCTION

1:16 PM6/7/2017

EXHIBIT D
WA#2 ~ FEE PROPOSAL

Eldora Rd. Project
FM 3662 (Jackson Rd) to Veterans Blvd. (I Rd)
HIDALGO COUNTY PRECINCT #2

		MANHOURS						
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	Admin / Clerical	L&G TOTAL HOURS	Total Line Item Cost
	TASK							
	WA #2 - Eldora Rd. ~ PS&E, ROW Mapping, & Surveying							
1	Coordination and Management of Subconsultant for ROW Map, Field & Design Survey	40	60	80			180	$ 27,960.40
1a	SUB: Field Surveys for Design & Construction, & ROW Mapping	(See fee breakdown on Page 2 of 5 from ROWSS)						$ 277,952.00
2	PS&E Development Roadway	320	1020	2100	3342	242	7024	$ 814,598.52
3	Update PS&E based on comments as provide by TxDOT (Pharr District and Austin Divisions)	40	80	160	268	20	568	$ 66,833.28
4	Traffic Signal Warrants & Design Support ~ Coordination and Management of Subconsultant for Traffic Signal Warrants & Design	16	30	50		20	250	$ 15,593.30
4a	SUB: Signal Designs, Adjustments, & Warrants (Signals at FM3362 (Jackson Rd.) & N. Sugar Rd. & I Road)	(See fee breakdown on Page 3 of 5 from ETSI)						$ 105,000.00
5	Geotechnical Testing and Pavement Design for TxDOT	(See fee breakdown on Page 4 of 5 & 5 of 5)						$ 94,003.16
6	Permitted Utilities Coordination to adjust	80	140	570	600	40	1430	$ 168,017.10
7	Engineering Consultant Construction Management (18 Months)	80	160	566	800	42	1648	$ 189,015.70
	Subtotal Hours	**576**	**1490**	**3526**	**5010**	**364**	**10966**	
	Hourly Base Rate	$ 70.00	$ 58.00	$ 45.00	$ 32.00	$ 20.00		
	FY 17 Contract Hourly Rate w/ OH Mult. (153.12%) & Fixed Fee (12.00%)	$ 198.10	$ 164.14	$ 127.35	$ 90.56	$ 56.60		
	Total Labor Costs	**$ 114,105.60**	**$ 244,568.60**	**$ 449,036.10**	**$ 453,705.60**	**$ 20,602.40**	**$ 1,282,018.30**	**$ 1,758,973.46**

Total Project Fee (Work Authorization #2): $1,758,973.46

Exhibit "D"
BUDGET
LUMP SUM RATE BASIS OF PAYMENT

Work Authorization No._____

	A	B	C	D	E	F	G	H	I	J	K
1	**Highway: Eldora Rd. Project**						**R.O.W. Surveying Services, L.L.C.**				
2	**County:** Hidalgo County, Texas										
3	**From:** Jackson Rd to Veterans Rd. **(2.32 Miles +/- 1.2 miles additonal side street and ditch topo)**										
4	**Description of Work:** ROW Map and Design Survey										
5	**TASK AND DESCRIPTION**	**Survey**		**Survey**	**4-man**	**3-man**	**2-man**		**Admin/**	**Total**	**Cost**
6	**FC 130 ROW Map / FC 150 Field Surveying**	**PM**	**RPLS**	**Technician**	**Survey Crew**	**Survey Crew**	**Survey Crew**	**SUE/per unit**	**Clerical**	**Hours**	
7	**HOURLY RATE**	**$124.00**	**$125.00**	**$82.00**	**$175.00**	**$155.00**	**$130.00**	**$500.00**	**$50.00**		
8	**PHASE I - FC 130 (ROW MAP) Lump Sum per Parcel**										
9	A. ROW Map, Parcel Description, Metes and Bounds Desceiption, and Title Reports (48 parcels @ $3,200.00/parcel)										
10	FC 130 Subtotal Cost - Phase 1										**$ 153,600.00**
11	**PHASE 1 - FC 150 Field Surveying (Control Hz & Vt)**										
12	A. Primary Project Control										
13	a. Establish Primary Control	0	1	2	0	10	0	0	0	13	$ 1,839.00
14	B. Secondary Project Control										
15	a. Set additional secondary control points as needed	0	1	5	0	16	0	0	0	22	$ 3,015.00
16	b. Horizontal values established with RTK or VRS	0	1	10	0	10	0	0	0	21	$ 2,495.00
17	c. Vertical values established with digital level	0	1	2	0	0	28	0	0	31	$ 3,929.00
18	Subtotal Hours	0	4	19	0	36	28	0	0	87	
19	Subtotal Cost - Phase 1	$0.00	$500.00	$1,558.00	$0.00	$5,580.00	$3,640.00	$0.00	$0.00		**$ 11,278.00**
20	**PHASE 2 - DTM Topography and Cross sections (Total Length including side streets, Drain, and Irrigation Crossings=3.5 miles)**										
21	C. Setting Benchmarks										
22	1. Setting Benchmarks @ 1000'(ft) intervals (App. Count 12)	0	0	0	0	36	0	0	0	36	$ 5,580.00
23	2. Topographic & Crossections	0	20	36	0	82	0	0	0	138	$ 18,162.00
24	3. Locate Visible Utilities	0	0	18	0	24	0	0	0	42	$ 5,196.00
25											
26	4. Cross Culverts, Driveway Culverts, Inverts	0	1	2	0	10	0	0	0	13	$ 1,839.00
27	5. Right of Entry, ROW Research, Aprraisal Dist. Records	0	8	2	0	0	0	0	20	30	$ 2,164.00
28	6. Proposed Centerline on Existing Pavement Pre-Construction for Utilities	0	1	8	0	12	0	0	0	21	$ 2,641.00
29	7. Profile and Cross section Intersecting Streets	0	1	8	0	10	0	0	0	19	$ 2,331.00
30	8. Irrigation Crossings	0	1	8	0	10	0	0	0	19	$ 2,331.00
31	9. Existing Storm Drain H&V	0	1	10	0	10	0	0	0	21	$ 2,495.00
32	10. Tie Existing Underground and Overhead Utilities Coordinate with Engineer (No SUE)	1	1	20	0	10	0	0	0	32	$ 3,439.00
33	11. Additional Field Surveying										
34	a. Irrigation Lines	1	4	4	0	6	0	0	0	15	$ 1,882.00
35	b. Outfalls	1	1	6	0	6	0	0	0	14	$ 1,671.00
36	c. Driveways and Turnouts	0	1	8	0	8	0	0	0	17	$ 2,021.00
37	15. Profiles of Existing Drainage Facilities	0	1	10	0	8	0	0	0	19	$ 2,185.00
38	17. Obtain Elevations of Manholes and Valves of Utlities	0	1	10	0	8	0	0	0	19	$ 2,185.00
39	18. Provide temp. signs, traffic control, flags, safety equip. etc.	0	1	0	0	16	0	0	0	17	$ 2,605.00
40	19. Ties to Existing Bridges or Culverts that may be in conflict with new construction	0	1	10	0	8	0	0	0	19	$ 2,185.00
41	21. Inventory Signs, mailboxes, and driveways	0	1	10	0	8	0	0	0	19	$ 2,185.00
42	22. Survey Control Data Sheets per TxDOT	0	8	14	0	0	0	0	0	22	$ 2,148.00
43	23. Recover and Establish Existing CL and ROW	0	1	0	0	0	0	0	0	1	$ 125.00
44	24. Coordinate with the Engineer for Existing CL Stationing	2	2	0	0	0	0	0	0	4	$ 498.00
45	25. Right of Way Restaking (Pre Construction)	0	2	4	0	20	0	0	0	26	$ 3,678.00
46	26. SUE Level A Data Sheets	0	10	24	0	0	0	0	0	34	$ 3,218.00
47	Subtotal Hours	5	68	212	0	292	0	0	20	597	
48	Subtotal Cost - Phase 2	$620.00	$8,500.00	$17,384.00	$0.00	$45,260.00	$0.00	$0.00	$1,000.00		**$ 72,764.00**
49	**PHASE 3- SUBSURFACE UTILITY ENGINEERING**										
50	1. Hydro Excavation SUE Level A (20/mile)(58 holes at $500 each)	0	0	0	0	0	0	58	0	0	$29,000.00
51	Total Cost-Phase 3	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,000.00	$0.00	$0.00	**$29,000.00**
52	**PHASE 4 - FINAL REPORT & DELIVERABLES**										
53	A. CADD file (2D & 3D) for limits of project	0	0	20	0	0	0	0	0	20	$ 1,640.00
54	B. Final Report and Deliverables	4	10	20	0	0	0	0	2	36	$ 3,486.00
55	Subtotal Hours	4	10	40	0	0	0	0	2	56	
56	Subtotal Cost - Phase 4	$496.00	$1,250.00	$3,280.00	$0.00	$0.00	$0.00	$0.00	$100.00		**$ 5,126.00**
57	**PROJECT MANAGEMENT & OVERSIGHT**										
58	A. Meeting & Coordination w/ Engineers	8	16	0	0	0	0	0	2	26	$ 3,092.00
59	B. QC/QA Survey	8	16	0	0	0	0	0	2	26	$ 3,092.00
60	Subtotal Hours	16	32	0	0	0	0	0	4	64	
61	Subtotal Cost - PM & Oversight	$1,984.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$200.00	0	**$6,184.00**
62	**Total Fee FC 150**	**$3,100.00**	**$14,250.00**	**$22,222.00**	**$0.00**	**$50,840.00**	**$3,640.00**	**$29,000.00**	**$1,300.00**	0	**$124,352.00**
63	**Total Fee FC 130 & FC 150**										**$277,952.00**

ERGONOMIC TRANSPORTATION SOLUTIONS, INC.
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June 6, 2017

Mr. Jacinto Garza, P.E.,
President
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2100 W. Expressway 83
Mercedes, Texas 78570

Reference: Traffic Engineering Services for
Eldora Road - FM 3362 (Jackson Road) to Veterans Boulevard (I Road)

Dear Jacinto:

The following is summary of the proposed cost of our services. Our work will cover signal warrants at the following intersections:

- Eldora Road at Allen-William Elementary School (East Driveway)
- Eldora Road at Raider Drive
- Eldora Road at Veterans Boulevard (I Road)

The fee for the warrants studies is $7,000 per intersection, for a total of $21,000.

Our work will also cover traffic signal designs at the following intersections:

- Eldora Road at FM 3362 (Jackson Road) (Temporary and Permanent)
- Eldora Road at Sugar Road (Temporary and Permanent)
- Eldora Road at Raider Drive (New Signal)
- Eldora Road at Veterans Boulevard (New Signal)

The fee for the signal design is $14,000 per intersection for permanent signal design, plus $7,000 per intersection for temporary signal design, for a total of $70,000.

In addition, our work will include flashing beacon designs at the following intersections:

- Eldora Road at US 281 Southbound Frontage Road
- Eldora Road at US 281 Northbound Frontage Road

The fee for the flashing beacon design is $7,000 per intersection, for a total of $14,000.

As always we thank you for giving us the opportunity to assist you.

Sincerely,

Harry C. Simeonidis, P.E.,
President

Attachments

Exhibit D
FEE SCHEDULE

L&G Consulting Engineers, Inc.

Geotechnical Engineering, Report & Summary

L&G Consulting Engineers, Inc. (Division: L&G ENGINEERING LAB)

		Eldora Rd. (FM 3362 to Veterans Blvd.) *Client: Hidalgo County Pct. 2*	MANHOURS Senior Project Manager	Senior Engineer	Project Engineer	CADD Operator	Admin/Clerical	Total
	TASK							
		Pavement Analysis & Design Report						
	1	Review and Evaluate Existing Pavement Structure			20			20
	2	Evaluate Subgrade and Determine Subgrade Modulus		4	32			36
	3	Analyze Soil Stabilization Measures (Lime Series, Sulfate, PI, etc.)		4	32			36
	4	Research Traffic and PMIS Data (FWD) for Pavement Design Model			48			48
	5	Flexible Pavement Design Based on FPS 21 (w/ Triaxial Check)	6	40	140			186
	6	Develop Pavement Material Recommendations	6	10	24			40
	7	Geotechnical Report incl Pave Design Sections & Recs. - Pavement	6	18	80	24	16	144
	8	Meetings/Coordination	6	4	4		8	22
		Subtotal	**24**	**80**	**380**	**24**	**24**	**532**
Labor Hours			**24**	**80**	**380**	**24**	**24**	**532**
Contract Rate w/ Audited Overhead Rate of 169.26% & 12% Profit			$ 211.40	$ 175.16	$ 129.86	$ 66.44	$ 60.40	
Total Labor Costs			**$ 5,073.60**	**$ 14,012.80**	**$ 49,346.80**	**$ 1,594.56**	**$ 1,449.60**	**$ 71,477.36**

LINE ITEM EXPENSES		
Printing Reproduction (Estimated 3 Reports x Approx. 100 Pages per Report)	$ 300.00	
*L&G Consulting Engineers, Inc. (Sub-Total for Geo. Field & Lab Services)	$ 22,225.80	
** - (Please see page 2, for detailed estimates of testing)*		
Total Expenses	**$ 22,525.80**	
L&G Laboratory Total Cost		**$ 94,003.16**

Exhibit D
Geotechnical Field and Laboratory Services
Eldora Rd. (FM 3362 to Veterans Blvd.)
Prepared for Hidalgo County Pct. 2

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	**Project Management / Review**					
	A. Principal / Project Manager / Review		Hours			
	B. Senior Engineer		Hours	2	$ 175.16	$ 350.32
	C. Typing and Clerical (Report)		Hours			
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
II.	**Utility Clearances / Boring Locates**					
	A. Technician (Locate Borings)(Util Clr)		Hours	8	$ 51.34	$ 410.72
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile	40	$ 0.56	$ 22.40
	F. Survey Locate Borings (X,Y,Z)		LS			$ -
III.	**Field Exploration**					
A	Mobilization/Demobilization		Day	4	$ 441.66	$ 1,766.64
B	Field Exploration					
	1a. Soil Boring (Solid Stem)		Feet	140	$ 31.08	$ 4,351.20
	1b. Soil Boring (Mud Rotary)		Feet			$ -
	2. TxDOT TCP Field Test (BL/ft)		Ea.			$ -
	3. Field Logger / Engineering Tech		Hour	32	$ 51.34	$ 1,642.88
	4. 24 Hr. Water Level Observations		Hour	2	$ 51.34	$ 102.68
	5. Piezometers		Each			$ -
	6. Supp. Vehicle-Trailer, Tools Water Supply		Mile	160	$ 1.65	$ 264.00
	7. Vehicle Charge		Mile	200	$ 0.56	$ 112.00
C	Miscellaneous Field Services					
IV.	**Engineering Data Analysis / Report**					
	1. Staff Engineer		Hours			
	2. Project Engineer (Soil Classification)		Hours	6	$ 129.86	$ 779.16
	3. Project Engineer (Logs & Summaries)		Hours	6	$ 129.86	$ 779.16
	4. Moisture Content		Ea.	28	$ 10.55	$ 295.40
	5. Atterberg Limits		Ea.	28	$ 79.66	$ 2,230.48
	6. -200 Determination		Ea.	28	$ 66.47	$ 1,861.16
	7. Sieve Analysis (w/ Hydrometers)		Ea.			$ -
	8. UC Testing (w/ Unit Weight)		Ea.			$ -
	9. Consolidation Testing		Ea.			$ -
	10. Dry Unit Weight		Ea.			$ -
	11. Soils Sulfate Content		Ea.	12	$ 86.40	$ 1,036.80
	12. Determination of Soil pH		Ea.			$ -
	13. Lime Series Testing (5 Pt.)		Ea.	12	$ 518.40	$ 6,220.80
	Project Sub-Total (Geo Field and Lab)					**$ 22,225.80**

L&G Engineering
Transportation Consultants

June 7, 2017

Mr. Armando Garza, Jr., Chief Administrator
Attn: Ms. Erika Zamora, Director of Administrative Operations
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: Eldora Rd. Project (C-15-336-09-29)
Work Authorization No. 2

Dear Mr. Garza,

Attached for your review and approval is Work Authorization No. 2 for the subject referenced project (Contract: C-15-336-09-29). This submittal is made to you in duplicate form for your further coordination with Commissioner Cantu.

A detailed description of the work to be provided under this work authorization is included in the attached Exhibit B.

Should you have any questions, please feel free to give me a call at (956) 585-1909.

Sincerely,

Robert Macheska, P.E., C.F.M.
Project Manager

cc: Mr. Jacinto Garza, P.E. – L&G Engineering

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

AI-60196 **Purchasing Department** **21. D. 7.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Work Authorization No. 5 (with an estimated cost of $25,038.40) as submitted by project engineer, B2Z Engineering LLC, to provide off system bridge repair details that are identified in the 2016 off system bridge inspections report provided by TxDOT, through Contract #C-16-326-08-23.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-122-006-0-334

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

BUDGETARY IMPACT:

Funding pending approval of AI#60246 CC 6/13/17.

Attachments

WA

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Darlene Betancourt	06/09/2017 02:10 PM
Budget & Management	Veronica Ortiz	06/09/2017 02:11 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Erika Zamora		Started On: 06/07/2017 05:48 PM
Final Approval Date: 06/09/2017		

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-16-326-08-23

WORK AUTHORIZATION NO. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section 3 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **B2Z ENGINEERING LLC,** professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the needed "Off-System Bridge Repair Details" that are identified in the "2016 Off-System Bridge Inspections For The County of Hidalgo, Precinct 2 of the Pharr District" done by Chad Wright Engineering, LLC.

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 **$25,038.40**. 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 Section 4 of the Agreement.

PART 4. FUNDING
This Work Authorization No. 5 shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Precinct No.2, Commissioner, Eduardo Cantu, as to content and detail of this **Work Authorization No. 5.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 2:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 201_.

THE ENGINEER:
B2Z ENGINEERING

_____
By: Nicholus Muñoz, Vice President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT A

Scope of Services to be provided by the County

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

General:

The Owner will provide to the Engineer the following:

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

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION I - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

PROJECT/DESCRIPTION: On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"
Work Authorization No. 5 ~ Off-System Bridge Repair Details (FC170)

ENGINEER shall mean B2Z Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 11 - BRIDGE DESIGN

(Function Code 170)

		NUMBER REQUIRED
b.	Existing Structure(s)	
(1)	Bridge Rehabilitation and/or Modification of Existing Structure(s)	4
(2)	Bridge Replacement	_____
(3)	Raising Bridge Elevation	_____
(4)	Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____ _____
(5)	Railroad Overpass(es)	_____
(6)	Railroad Underpass(es)	_____
	Total Existing Structures =	4

2. Preparation of Bridge Layouts (each bridge)
   a. Bridge Layouts (PLAN)
      (1) A general layout with field measurements will be provided on the repair detail as needed to complete the required repair.
         i. The ENGINEER will perform all necessary Field Reconnaissance in support of producing the necessary repair sheets
4. Bridge Total Quantities needed for repair (each bridge)
5. Bridge Special Provisions and Specifications as needed (each bridge)
8. General Guidelines for Bridge Repair Details & Design/Analysis
   d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge repair details and design/analysis shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the County if requested. **The designer and checker shall check all calculations and initial each page.**

   h. The repair details will be developed in accordance with the recommendations of the "2016 Off-System Bridge Inspection For The County of Hidalgo, Pct #2 of the Pharr District" dated August 2016 by Chad Wright Engineering, LLC. The four (4) primary structures of critical importance are identified as follows:
      1) BRG 21-109-AA06-64-001 (CESAR CHAVEZ RD @ S FLOODWATER CHANNEL)
         a. Spalling at South and North Abutment Cap
      2) BRG 21-109-AA06-55-001 (TOWER RD @ S FLOODWATER CHANNEL)
         a. Spalling at West Pile – North Abutment
         b. Spalling at West Pile – South Interior Bent
      3) BRG 21-109-AA06-66-001 (SAN JUAN RD @ S FLOODWATER CHANNEL)
         a. Spalling at South and North Abutment Cap
      4) BRG 21-109-AA14-06-001 (IBWC RD @ HACKNEY LAKE INLET)
         a. Patch and Seal Gaps (Preventative Maintenance)

EXHIBIT "C"
PROJECT SCHEDULE
On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"

WA #5 - Off-System Bridge Repair

	2017							2018		
TASK AND DESCRIPTION	**JUN**	**JUL**	**AUG**	**SEPT**	**OCT**	**NOV**	**DEC**	**JAN**	**FEB**	**MAR**
Off-System Bridge Repair										
BRG 21-109-AA06-64-001 (CESAR CHAVEZ RD @ S FLOODWATER CHANNEL)										
Engineering analysis of repair procedures										
Repair details (Spalling at South and North Abutment Cap)										
BRG 21-109-AA06-55-001 (TOWER RD @ S FLOODWATER CHANNEL)										
Engineering analysis of repair procedures										
Repair details (Spalling at West Pile -North Abutment West Pile - South Interior bent)										
BRG 21-109-AA06-66-001 (SAN JUAN RD @ S FLOODWATER CHANNEL)										
Engineering analysis of repair procedures										
Repair details (Spalling at South and North Abutment Cap)										
BRG 21-109-AA14-06-001 (IBWC RD @ HACKNEY LAKE INLET)										
Engineering analysis of repair procedures										
Repair details (Patch and Seal Gaps)										
General										
Field Reconnaissance										
Meetings & Coordination with Hidalgo County Pct. #2										

B2Z Engineering

EXHIBIT D
FEE PROPOSAL

Off-System Bridge Repair

Hidalgo County Precinct 2

Work Authorization No. 5

		Hidalgo County Precinct #2 ***Off-System Bridge Repair Details***	MANHOURS Senior Project Manager	Civil Engineer III	Senior Engineer Tech	Total
		TASKS				
BRG 21-109-AA06-64-001 (CESAR CHAVEZ RD @ S FLOODWATER CHANNEL)						
	1	Engineering analysis of repair procedures	2	4		6
	2	Repair details (Spalling at South and North Abutment Cap)	2	8	20	30
BRG 21-109-AA06-55-001 (TOWER RD @ S FLOODWATER CHANNEL)						
	3	Engineering analysis of repair procedures	2	4		6
	4	Repair details (Spalling at West Pile -North Abutment West Pile - South Interior bent)	4	16	32	52
BRG 21-109-AA06-66-001 (SAN JUAN RD @ S FLOODWATER CHANNEL)						
	5	Engineering analysis of repair procedures	2	4		6
	6	Repair details (Spalling at West Pile -North Abutment West Pile - South Interior bent)	2	8	20	30
BRG 21-109-AA14-06-001 (IBWC RD @ HACKNEY LAKE INLET)						
	7	Engineering analysis of repair procedures	2	4		6
	8	Repair details (Patch and Seal Gaps)	2	8	20	30
General						
	9	Field Reconnaissance	2	4	18	24
	10	Meetings & Coordination with Hidalgo County Pct. #2	2	8		10
			22	**68**	**110**	**200**
Labor Hours			**22**	**68**	**110**	**200**
Hourly Base Rates			$ 80.00	$ 55.00	$ 26.00	
Contract Rate FY2017			$ 237.60	$ 163.35	$ 77.22	
Total Labor Costs			**$ 5,227.20**	**$ 11,107.80**	**$ 8,494.20**	**$ 24,829.20**

Direct Expenses

Mileage ($0.56/mile)	$ 179.20
8 1/2" X 11" Copies ($1.00/sheet)	$ 12.00
11" X 17" Copies ($1.50/sheet)	$ 18.00
Total Direct Expenses	***$ 209.20***

B2Z Engineering Total Cost **$ 25,038.40**

AI-60251 **Purchasing Department** **21. E. 1.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of an AIA Form of Agreement with The Warren Group Architects, Inc. (TWG), in connection to the: "Design and Construction of the Memorial Park Phase I Project" for Precinct 4, (subject to legal's final review).

BACKGROUND

*Subject to legal's final review - AIA Form of Agreement TWG - Memorial Park Ph. I-Pct 4
1295 submitted

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1345-452-00-124-132-0-740

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

BUDGETARY IMPACT:

Budget Impact:
7-1345-452-00-124-132-0-740

Attachments

1295 TWG
Pct 4's review/approval of scope & cost proposal
AIA-revised

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Darlene Betancourt	06/09/2017 02:10 PM
Budget & Management	Veronica Ortiz	06/09/2017 02:12 PM
Ivan Cantu	Monica Salinas	06/09/2017 04:27 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Letty Saenz		Started On: 06/09/2017 11:19 AM
Final Approval Date: 06/09/2017		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-221744

Date Filed:
06/09/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
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-17-184-00-00
Design & Construction of Memorial Park Phase I for Precinct 4, located at Hwy. 107 and Sunflower Road, Edinburg, Texas 78539

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.

LETICIA GOMEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 11-20-2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Laura Warren, this the 9th day of June, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Leticia Gomez — 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:
2017-221744

Date Filed:
06/09/2017

Date Acknowledged:
06/09/2017

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-17-184-00-00
Design & Construction of Memorial Park Phase I for Precinct 4, located at Hwy. 107 and Sunflower Road, Edinburg, Texas 78539

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: AIA-TWG---Memorial Park Ph. I Project at Precinct 4

From : Sabrina Rodriguez <sabrina.rodriguez@co.hidalgo.tx.us>
Mon, Jun 05, 2017 10:57 AM
1 attachment

Subject : Re: AIA-TWG---Memorial Park Ph. I Project at Precinct 4

To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Cc : Steven Cruz <steven.cruz@co.hidalgo.tx.us>, Martha L. Salazar <martha.salazar@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>

External images are not displayed. Display images below

Good Morning Letty,
Attached is the approved and signed copy of the Proposal from The Warren Group.
Thank you

Respectfully,
--
Sabrina Rodriguez
Hidalgo County Precinct 4
1051 N. Doolittle
Edinburg, Tx 78542
Ph: (956) 383-3112 Ext:4009

From: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
To: "Joseph Palacios" <joseph.palacios@co.hidalgo.tx.us>
Cc: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "sabrina rodriguez" <sabrina.rodriguez@co.hidalgo.tx.us>, "Steven Cruz" <steven.cruz@co.hidalgo.tx.us>, "Martha L. Salazar" <martha.salazar@co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>
Sent: Wednesday, May 31, 2017 10:33:39 AM
Subject: Fwd: AIA-TWG---Memorial Park Ph. I Project at Precinct 4

Good morning, Commissioner-
I will begin with the draft format of an AIA for review by legal counsel. Are you in agreement with the scope of work/cost proposal as submitted by The Warren Group for the Phase I of the Memorial Park Project in Precinct 4?

Please advise, so, as, to finalize the draft AIA.

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

😀...DON'T WORRY...BE HAPPY...😀

From: "Andrina De Anda" <andrina@twgarch.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Cc: "Joseph Palacios" <joseph.palacios@co.hidalgo.tx.us>, "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "sabrina rodriguez" <sabrina.rodriguez@co.hidalgo.tx.us>
Sent: Wednesday, May 31, 2017 10:12:45 AM
Subject: Re: Hidalgo County Precinct #4

Good morning Letty,

As requested, attached is the revised Professional Services Proposal with the added Base Total.

Should you have any questions or comments, please do not hesitate to call.

Thank you,

Andrina De Anda

Assoc. AIA / Director

The Warren Group Architects Inc.

t 956 994 1900 **f** 956 994 1962 **e** andrina@twgarch.com **w** twgarch.com

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DRAFT

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «13th » day of «June» in the year «**2017**»
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County of Hidalgo
100 East Cano, 2nd Floor
Edinburg, Texas 78539
(956) 318-2600

and the Architect:
(Name, legal status, address and other information)

The Warren Group Architects, Inc.
1801 South 2nd Street, Ste. 330
McAllen, Texas 78503
(956) 994-1900

for the following Project:
(Name, location and detailed description)

The Design and Construction of Memorial Park Ph. I for Hidalgo County Precinct 4, located at 107 Highway and Sunflower Road, Edinburg, Texas 78539.
The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

DRAFT

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:
(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Initial information is set forth in the scope of work attached hereto as Exhibit D.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

«To be determined at a later date by mutual written agreement

.2 Substantial Completion date:

«To be determined at a later date by mutual written agreement

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate adjustments in schedule, compensation and Changes in the Work in accordance with Section 3.6.5 and 4.

§ 1.4 This is a non-exclusive Contract. Owner is not precluded from retaining the service of other architects for projects within Hidalgo County, Texas. The purpose of the Architect's services shall include, but not be limited to, projects involving remodeling, alterations and repairs.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 INTENTIONALLY DELETED.

~~The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.~~

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's Designated Representative is: Laura N. Warren, AIA, Principal

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4.1 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluation of the Work.

§ 2.4.2 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner , unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect may disclose information specifically designated as confidential by Owner to the Architect's consultants only if the Architect has obtained the consultant's prior written agreement to maintain the confidentiality of such information.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the *requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall* reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

«$1,000,000 (See the attached Insurance Certificate)»

.2 Automobile Liability

«$1,000,000 (See the attached Insurance Certificate)»

.3 Workers' Compensation

«$1,000,000 (See the attached Insurance Certificate)»

.4 Professional Liability

«$1,000,000/$2,000,000 (See the attached Insurance Certificate) »

§ 2.6 ADDITIONAL BASIC SERVICES PROVIDED BY ARCHITECT

§ 2.6.1 To the extent any existing facilities are present at the location of the Project, the Architect shall provide a review of such existing facilities, and shall make recommendations to Owner regarding the modification of such facilities which are necessary to complete the Project and to bring the existing facilities into compliance with applicable laws, codes, regulations and ordinances.

§ 2.6.2 The Architect shall be responsible for coordination and review of all Owner supplied data, and the dissemination of such data to Owner's and Architect's consultants and to any contractors, subcontractors and other parties as may need such data to perform their duties or responsibilities with respect to the Project.

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§ 2.6.3 The Architect shall assist the Owner in preparing any Project schedules or timelines and in monitoring the progress of Owner, Architect, and any consultants, contractors, subcontractors or other parties which may be responsible for completing the tasks designated in such schedules or timelines. Architect shall make recommendations to Owner regarding changes and updates in schedules or timelines, as well as any action required by Owner as result of any failure or any person to comply with schedules or timelines.

§ 2.6.4 The Architect shall provide a detailed cost estimate based on Construction Contract Documents. The estimate shall show a breakdown of the Project cost in accordance with Owner's requirements and procedures.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 As set forth in section 2.4.1 above, the Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluations of the Work.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 In addition to the responsibilities and basic services indentified in Articles 2 and 3 respectively, the following services shall be the responsibility of the Architect without additional compensation:

§ 3.1.7.1 Schedule Development and Monitoring;
§ 3.1.7.2 Programming (in coordination with Owner);
§ 3.1.7.3 ~~Civil Design~~ **DELETED**~~;~~
§ 3.1.7.4 Landscape Design;
§ 3.1.7.5 On-Site Project Representation;
§ 3.1.7.6 Record Drawings (in coordination with Contractor)'
§ 3.1.7.7 Structural Design;
§ 3.1.7.8 ~~M~~EP Design;
§ 3.1.7.9 ~~Architect Interior Design (in coordination with Owner).~~
§ 3.1.7.10 ~~Topography and Utility Surveying~~

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§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review and comply with laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner approved by the Owner in writing regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 ~~DESIGN DEVELOPMENT PHASE SERVICES~~

~~**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.~~

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

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§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project."

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 At the award of construction contract, the Architect shall incorporate all addenda, bid clarifications, changes accepted, alternatives and open alternatives into a "For Construction" set of drawings at the Owner's request.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- **.1** procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- **.2** distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- **.3** organizing and conducting a pre-bid conference for prospective bidders;
- **.4** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- **.5** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

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§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 If requested by the Owner participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's written approval thereof.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner. and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction as modified by Owner. ~~and current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.~~

§ 3.6.1.2 The Architect shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the period of correction for the Work as described in the Contract for Construction.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Architect shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

§ 3.6.2.1.1 The Architect will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and the Contractor of any observed deficiencies. Furthermore, job

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site meetings shall be held weekly or at the Owner's discretion. Attendees will include the Owner, the General Contractor's Project Manager, the General Contractor's Project Superintendent and the Architect. Said meetings will begin at the time of Construction commencement and shall cease after substantial completion of the Work

§ 3.6.2.2 The Architect has the authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing with 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007 as modified by Owner and attached hereto as Exhibit "B ", the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through reasonable care.

§ 3.6.2.7 The Architect and the Owner and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate of Payment shall not be a representation that the Architect has as certained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, as defined in Section 9.1 of the AIA document A201-2007 attached hereto as Exhibit "B" and incorporated herein for all purposes.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or

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in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified in accordance with Article 4. Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in Article 11 and at no additional cost to the Owner.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the

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Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to make appropriate recommendations to the Owner.

§ 3.6.6.6 The Architect shall be responsible for a complete reevaluation of the Project during the eleventh (11^{th}) month after Substantial Completion. Such services shall be furnished without additional charge except for travel and subsistence costs. Furthermore, the Architect shall report all deficiencies observed during said evaluation and shall be responsible for monitoring the correction of said deficiencies.

§ 3.6.6.7 Warranty Phase- The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of complete corrections. The one-year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The obligation under this Section 3.6.6.7 shall survive the acceptance of the Work under the Construction Contract.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming	Owner	Has been provided by Owner
§ 4.1.2	Multiple preliminary designs	Architect	4.2
§ 4.1.3	Measured drawings	Not Included	N/A
§ 4.1.4	Existing facilities surveys	Not Included	N/A
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Included	N/A
§ 4.1.6	Building information modeling	Not Included	N/A
§ 4.1.7	Civil engineering	Not Included	N/A

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§ 4.1.8	Landscape design	~~Not~~ Included	N/A
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Included	N/A
§ 4.1.10	Value Analysis (B204™–2007)	Not Included	N/A
§ 4.1.11	Detailed cost estimating	Architect	4.2
§ 4.1.12	On-site project representation	Not Included	N/A
§ 4.1.13	Conformed construction documents	Not Included	N/A
§ 4.1.14	As-Designed Record drawings	Not Included	N/A
§ 4.1.15	As-Constructed Record drawings	Not Included	N/A
§ 4.1.16	Post occupancy evaluation	Not Included	N/A
§ 4.1.17	Facility Support Services (B210™–2007)	Not Included	N/A
§ 4.1.18	Tenant-related services	Not Included	N/A
§ 4.1.19	Coordination of Owner's consultants	Not Included	N/A
§ 4.1.20	Telecommunications/data design	Not Included	N/A
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Included	N/A
§ 4.1.22	Commissioning (B211™–2007)	Not Included	N/A
§ 4.1.23	Extensive environmentally responsible design	Not Included	N/A
§ 4.1.24	LEED® Certification (B214™–2007)	Not Included	N/A
§ 4.1.25	Fast-track design services	~~Not~~ Included	N/A
§ 4.1.26	Historic Preservation (B205™–2007)	Not Included	N/A
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Included	N/A

Services shown in the chart as not included in additional services include services that are included in the Agreement as Basic Services

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Exhibit D

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service (as defined in Section 1.1.7 of the AIA A201-2007 as modified by Owner attached hereto as Exhibit "B" and incorporated herein for all purposes) necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 INTENTIONALLY DELETED.

~~**.4** Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~

.5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

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.6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.7 Preparation for, and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding, except: (1) where the Architect is a party thereto and (2) meetings of the Commissioners Court in which the subject Project is a topic or discussion such attendance being included herein as Basic Services.

.8 Consultation concerning replacement of Work resulting from fire or other cause during construction;

§ 4.3.2 INTENTIONALLY DELETED.

~~**§ 4.3.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:~~

~~.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;~~

~~.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~

~~.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~

~~.4 Evaluating an extensive number of Claims as the Initial Decision Maker;~~

~~.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or~~

~~.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.~~

§ 4.3.3 INTENTIONALLY DELETED.

~~**§ 4.3.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

~~.1 « » (« ») reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor~~

~~.2 « » (« ») visits to the site by the Architect over the duration of the Project during construction~~

~~.3 « » (« ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~

~~.4 « » (« ») inspections for any portion of the Work to determine final completion~~

§ 4.3.4 INTENTIONALLY DELETED.

~~**§ 4.3.4** If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect the Architect's obligations hereunder, nor shall such failure relieve the Architect from any liability for failure to discover and correct any such fault, defect, error, omission or inconsistency.

§ 5.10 Except as otherwise provided in this Agreement, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 INTENTIONALLY DELETED.

~~**§ 5.11** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.~~

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, and contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly or at Owner's election, the Architect shall assist Owner at no expense to Owner, in revising the Project to meet Owner's budget requirements.

§ 6.4 INTENTIONALLY DELETED.

~~**§ 6.4** If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.~~

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall at no additional fee to Owner make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;

.2 authorize rebidding or renegotiating of the Project within a reasonable time;

.3 terminate in accordance with Section 9.5;

.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect of this Project. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and the Architect may not use the drawings and specifications

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therefore for any purpose not related to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the Work or any earlier termination of this Agreement, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with one complete set of reproducible record prints. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including, but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for purposes of completing, using and maintaining the Project.

§ 7.3.1 INTENTIONALLY DELETED.

~~**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

§ 7.4 INTENTIONALLY DELETED.

~~**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 INTENTIONALLY DELETED.

~~**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3 The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, if agreed to in writing by all parties after the claim or dispute has arisen, be submitted to mediation prior to the institution of legal or equitable proceedings by either party.

§ 8.2.2 The Owner and Architect may endeavor to resolve claims, disputes and other matters in question between them by mediation . A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. However, nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters in questions between the parties.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 INTENTIONALLY DELETED.

~~**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:~~

~~*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*~~

~~[« »] Arbitration pursuant to Section 8.3 of this Agreement~~

~~[« »] Litigation in a court of competent jurisdiction~~

~~[« »] Other (Specify)~~

§ 8.3 INTENTIONALLY DELETED.

~~**§ 8.3 ARBITRATION**~~

§ 8.3.1 INTENTIONALLY DELETED.

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

§ 8.3.4 INTENTIONALLY DELETED.

~~**§ 8.3.4 CONSOLIDATION OR JOINDER**~~

§ 8.3.4.1 INTENTIONALLY DELETED.

~~**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses

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User Notes: (1701393010)

incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 INTENTIONALLY DELETED.
~~**§ 9.7** Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction as modified by Owner.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 INTENTIONALLY DELETED.
~~**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.~~

§ 10.7 INTENTIONALLY DELETED.
~~**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include~~

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~~the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit of the Architect in the Owner's promotional materials for the Project.~~

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as required by law.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Phase I Master Plan/Schematic Design Services Fee of $ 8,000.00; Phase I Construction Documents $ 48,000.00; Bidding Phase $ 8,000.00; Construction Phase $ 16,000.00 in a total amount of Eighty Thousand Dollars and zero cents ($ 80,000.00).

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Exhibit D under Hourly Fee Schedule

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Exhibit D under Hourly Fee Schedule

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » (10%), or as otherwise stated below:

Computed as a multiple of One and ten hundredths (1.10)

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (	10	%)	$8,000.00
Design Development Phase		percent (		%)	
Construction Documents Phase	Sixty	percent (	60	%)	$48,000.00
Bidding Phase	Ten	percent (	10	%)	$8,000.00
Construction Phase/Contract Admin.	Twenty		20		$16,000.00
Total Basic Compensation (Excluding Survey)	One hundred	percent (	100	%)	
Topography and Utility Surveying	(lump sum)				
Total Basic Compensation					**$80,000.00**

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of

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User Notes: (1701393010)

the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«See Exhibit "D"»

Employee or Category	Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES
§ 11.8.1 Reimbursable Expenses are in addition to compensation for the Architect's Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets with prior written approval from Owner;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project excluding five (5) copies of all Instruments of Service to be furnished to Owner;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery of Instruments of Service;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 DELETED
~~**.10** Site office expenses; and~~
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

§ 11.9 INTENTIONALLY DELETED.
~~**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**~~
~~If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:~~

« »

§ 11.10 PAYMENTS TO THE ARCHITECT
§ 11.10.1 An initial payment of «zero» ($«0») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice to the Commissioners' Court of the Owner. Amounts unpaid «thirty» («30») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)
At the rate established under Texas Government Code Section 2251.025

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a judicial proceeding.

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§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

«Not applicable »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement between Owner and Architect

.2 AIA Document A201™–2007, General Conditions of the Contract for Construction modified by the Owner

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A- Article 14 and 15, Additional Supplemental Conditions to the AIA Document B 101-207
Exhibit B- AIA Document A201-2007, General Conditions modified by the Owner as set forth on section 13.2.2
Exhibit C-Insurance Certificate
Exhibit D-Scope of Work and Rate Schedule

This Agreement entered into as of the day and year first written above.

OWNER	**THE WARREN GROUP ARCHITECTS, INC.**
COUNTY OF HIDALGO	
By:	**By:**
(Signature)	*(Signature)*
Ramon Garcia, County Judge	Laura N. Warren, AIA, Principal
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM:	**ATTEST:**
Atlas , Hall & Rodriguez, LLP	
By:	**By:**
(Signature)	*(Signature)*
Stephen L. Crain	Arturo Guajardo Jr., County Clerk
(Printed name and title)	*(Printed name and title)*

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User Notes: (1701393010)

AI-60197 **Purchasing Department** **21. E. 2.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Yvette Salinas, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting acceptance and approval of the following request for payments submitted by JCON Construction LLC. Project-Linn San Manuel Emergency Facility. P.O. 712761:

a.) Payment Application No. 13- <$100.70 credit>

b.) Payment Application No. 14 (retainage) - $66,194.51

BACKGROUND

1. Pertinent documentation is attached demonstrating that HC accepted Certificate of Substantial Completion;
2. Certificate of Completion is not necessary as this is not a Paving Construction Program;

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Account number and Purchase Order number identified on each Pay Application.

Attachments

PA 14

PA 13

completion

occupancy

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/08/2017 05:07 PM
Budget & Management	Veronica Ortiz	06/09/2017 08:17 AM
Final Approval	Monica Salinas	06/09/2017 05:19 PM

Form Started By: Marty Salazar Started On: 06/07/2017 05:49 PM
Final Approval Date: 06/09/2017

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: HIDALGO CTY PCT 4.
1051 North Dolittle Road
EDINBURG, TX 78542

PROJECT: Linn San Manuel Emergency Faci
PRECINCT NO 4
Hidalgo County

APPLICATION NO: 14 - Retainage

PERIOD TO: 07/01/2015-08/31/2015

Distribution to:
- [X] OWNER
- [X] ARCHITECT
- [X] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:
JCON CONSTRUCTION LLC
604 PALMVIEW DR.
PALMVIEW, TX 78574
956-581-8891

VIA ARCHITECT: Mata + Garcia Architects LLP
1314 Ivy Avenue
McAllen, TX 78501
956-631-1945

PROJECT No.: 201310
PO # 712761
Contract # C-14-067-06-03
CONTRACT DATE: August 5,2014

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 1,350,000.00
2. Net change by Change Orders		$ (24,095.80)
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 1,325,904.20
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ **1,325,904.20**
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$	
b. 0 % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 1,325,904.20
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 1,259,709.69
8. CURRENT PAYMENT DUE		$ 66,194.51
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	-21989.8	$2,106.00
Total approved this Month		
TOTALS	-21989.8	$2,106.00
NET CHANGES by Change Order	($24,095.80)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Maria D Garza
Notary Public, State of Texas
Commission # 130166069
Expires: 03/25/2019

CONTRACTOR:

By: _____ Date: 5/25/17

State of: Texas County of: Hidalgo
Subscribed and sworn to before me this 25 day of May, 2017
Notary Public: Maria Garza
My Commission expires: March 25, 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ $66,194.51

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: 05.25.17

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET -LINN SAN MANUEL EMS

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 14 - Retainage
APPLICATION DATE: 7/14/2016
PERIOD TO: 07/01/2015-08/31/2015
ARCHITECT'S PROJECT NO: 201310

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	**General Requirements**								
	General Conditions	$25,900.00	$ 25,900.00			$ 25,900.00	100%	$ -	$ 1,295.00
	Temporary Facilities	$12,600.00	$ 12,600.00			$ 12,600.00	100%	$ -	$ 630.00
	Mobilization (Start, progress)	$10,000.00	$ 10,000.00			$ 10,000.00	100%	$ -	$ 500.00
	Mobilization (end)	$5,000.00	$ 5,000.00			$ 5,000.00	100%	$ -	$ 250.00
2	**Site Work & Utilities**								$ -
	Erosion Control	$8,500.00	$ 8,500.00	$ -		$ 8,500.00	100%	$ -	$ 425.00
	Termite Control	$2,500.00	$ 2,500.00			$ 2,500.00	100%	$ -	$ 125.00
	Sewer & Water								$ -
	Labor	$15,000.00	$ 15,000.00			$ 15,000.00	100%	$ -	$ 750.00
	Materials	$20,000.00	$ 20,000.00			$ 20,000.00	100%	$ -	$ 1,000.00
	Asphalt Paving								$ -
	Labor	$35,000.00	$ 35,000.00			$ 35,000.00	100%	$ -	$ 1,750.00
	Equipment	$68,800.00	$ 68,800.00			$ 68,800.00	100%	$ -	$ 3,440.00
	Sidewaks & Curb								$ -
	Materials	$18,000.00	$ 18,000.00			$ 18,000.00	100%	$ -	$ 900.00
	Labor	$9,500.00	$ 9,500.00			$ 9,500.00	100%	$ -	$ 475.00
	Equipment	$2,300.00	$ 2,300.00			$ 2,300.00	100%	$ -	$ 115.00
	Misc. Ramps, Signs, Stripping								$ -
	Labor	$1,800.00	$ 1,800.00			$ 1,800.00	100%	$ -	$ 90.00
	Materials	$2,000.00	$ 2,000.00			$ 2,000.00	100%	$ -	$ 100.00
3	**Foundation**								$ -
	Concrete Materials	$102,500.00	$ 102,500.00	$ -		$ 102,500.00	100%	$ -	$ 5,125.00
	Concrete Labor	$30,000.00	$ 30,000.00	$ -		$ 30,000.00	100%	$ -	$ 1,500.00
	Reinforcement - Steel	$22,800.00	$ 22,800.00	$ -		$ 22,800.00	100%	$ -	$ 1,140.00
	Select Fill	$25,000.00	$ 25,000.00	$ -		$ 25,000.00	100%	$ -	$ 1,250.00
	Saw Cut	$3,500.00	$ 3,500.00			$ 3,500.00	100%	$ -	$ 175.00
	Pump	$ 2,500.00	$ 2,500.00			$ 2,500.00	100%	$ -	$ 125.00
4	**Masonry**								$ -
	Labor	$26,500.00	$ 26,500.00			$ 26,500.00	100%	$ -	$ 1,325.00
	Materials	$42,700.00	$ 42,700.00	$ -		$ 42,700.00	100%	$ -	$ 2,135.00
	PAGE 1 TOTAL	$ 492,400.00	$ 492,400.00	$ -	$ -	$ 492,400.00	100%	$ -	$ 24,620.00

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CONTINUATION SHEET -LINN SAN MANUEL EMS

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 14 - Retainage
APPLICATION DATE: 7/14/2016
PERIOD TO: 07/01/2015-08/31/2015
ARCHITECT'S PROJECT NO: 201310

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
5	**Metal Structure**								
	Labor	$27,500.00	$ 27,500.00			$ 27,500.00	100%	$ -	$ 1,375.00
	Materials	$73,500.00	$ 73,500.00			$ 73,500.00	100%	$ -	$ 3,675.00
									$ -
6	**Rough Carpentry**								$ -
	Materials	$9,600.00	$ 9,600.00			$ 9,600.00	100%	$ -	$ 480.00
	Labor	$1,000.00	$ 1,000.00			$ 1,000.00	100%	$ -	$ 50.00
	Custom Case work	$2,500.00	$ 2,500.00			$ 2,500.00	100%	$ -	$ 125.00
	Casework Labor	$1,000.00	$ 1,000.00			$ 1,000.00	100%	$ -	$ 50.00
7	**Water Proofing & Cavity Insulation**								$ -
	Insulation Materials	$8,000.00	$ 8,000.00			$ 8,000.00	100%	$ -	$ 400.00
	Insulation Labor	$3,000.00	$ 3,000.00			$ 3,000.00	100%	$ -	$ 150.00
	Damproofing Materials	$9,000.00	$ 9,000.00			$ 9,000.00	100%	$ -	$ 450.00
	Damproofing Labor	$3,500.00	$ 3,500.00			$ 3,500.00	100%	$ -	$ 175.00
	Falshing Mat.	$3,500.00	$ 3,500.00			$ 3,500.00	100%	$ -	$ 175.00
	Flashing Labor	$2,500.00	$ 2,500.00			$ 2,500.00	100%	$ -	$ 125.00
	Membrane Roofing	$18,500.00	$ 18,500.00			$ 18,500.00	100%	$ -	$ 925.00
	Roof Insulation	$8,000.00	$ 8,000.00			$ 8,000.00	100%	$ -	$ 400.00
	Sheet Metal Flashing	$3,500.00	$ 3,500.00			$ 3,500.00	100%	$ -	$ 175.00
	Sheet Metal Flashing Labor	$2,000.00	$ 2,000.00			$ 2,000.00	100%	$ -	$ 100.00
8	**Windows & Doors**								$ -
	Hallow Metal Doors & Frames	$12,500.00	$ 12,500.00			$ 12,500.00	100%	$ -	$ 625.00
	Hardware	$23,000.00	$ 23,000.00			$ 23,000.00	100%	$ -	$ 1,150.00
	Glazing	$ 32,000.00	$ 32,000.00			$ 32,000.00	100%	$ -	$ 1,600.00
	Special Doors	$7,875.00	$ 7,875.00			$ 7,875.00	100%	$ -	$ 393.75
	Special Doors Labor	$1,500.00	$ 1,500.00			$ 1,500.00	100%	$ -	$ 75.00
	Sectional Overhead Doors	$35,000.00	$ 35,000.00			$ 35,000.00	100%	$ -	$ 1,750.00
	Sectional Overhead Doors Labor	$ 6,200.00	$ 6,200.00			$ 6,200.00	100%	$ -	$ 310.00
	Tubular Devices	$ 9,000.00	$ 9,000.00			$ 9,000.00	100%	$ -	$ 450.00
	PAGE 2 TOTAL	$ 303,675.00	$ 303,675.00	$ -	$ -	$ 303,675.00	100%	$ -	$ 15,183.75

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CONTINUATION SHEET -LINN SAN MANUEL EMS

AIA DOCUMENT G703

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APPLICATION NO: 14 - Retainage
APPLICATION DATE: 7/14/2016
PERIOD TO: 07/01/2015-08/31/2015
ARCHITECT'S PROJECT NO: 201310

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
9	**Finishes**								
	Gympson Wall Board	$10,000.00	$ 10,000.00			$ 10,000.00	100%	$ -	$ 500.00
	gympson Wall Board Labor	$5,800.00	$ 5,800.00			$ 5,800.00	100%	$ -	$ 290.00
	Painting Labor	$7,500.00	$ 7,500.00			$ 7,500.00	100%	$ -	$ 375.00
	Painting Materials	$18,500.00	$ 18,500.00			$ 18,500.00	100%	$ -	$ 925.00
10	**Specialties**								$ -
	Toilet Access	$3,500.00	$ 3,500.00			$ 3,500.00	100%	$ -	$ 175.00
	Lockers	$15,000.00	$ 15,000.00			$ 15,000.00	100%	$ -	$ 750.00
	Fire Protection	$57,500.00	$ 57,500.00			$ 57,500.00	100%	$ -	$ 2,875.00
14	**Plumbing**								$ -
	Underground	$20,000.00	$ 20,000.00			$ 20,000.00	100%	$ -	$ 1,000.00
	Rough In	$35,000.00	$ 35,000.00			$ 35,000.00	100%	$ -	$ 1,750.00
	Fixtures	$25,000.00	$ 25,000.00			$ 25,000.00	100%	$ -	$ 1,250.00
	Fixtures Installation	$17,000.00	$ 17,000.00			$ 17,000.00	100%	$ -	$ 850.00
15	**HVAC**								$ -
	Duct Materials	$18,000.00	$ 18,000.00			$ 18,000.00	100%	$ -	$ 900.00
	Duct Labor	$6,500.00	$ 6,500.00			$ 6,500.00	100%	$ -	$ 325.00
	Equipment	$38,000.00	$ 38,000.00			$ 38,000.00	100%	$ -	$ 1,900.00
	Labor	$6,200.00	$ 6,200.00			$ 6,200.00	100%	$ -	$ 310.00
16	**Electrical Conduit/Supplies**								$ -
	Undergound Materials	$10,000.00	$ 10,000.00			$ 10,000.00	100%	$ -	$ 500.00
	Underground Labor	$7,100.00	$ 7,100.00			$ 7,100.00	100%	$ -	$ 355.00
	Electrical Labor	$6,450.00	$ 6,450.00			$ 6,450.00	100%	$ -	$ 322.50
	Wall Rough In	$24,000.00	$ 24,000.00			$ 24,000.00	100%	$ -	$ 1,200.00
	Rough In Labor	$15,000.00	$ 15,000.00			$ 15,000.00	100%	$ -	$ 750.00
	Electrical Fixtures	$131,000.00	$ 131,000.00			$ 131,000.00	100%	$ -	$ 6,550.00
	Fixture Installation	$10,525.00	$ 10,525.00			$ 10,525.00	100%	$ -	$ 526.25
	Fire Alarm	$17,900.00	$ 17,900.00			$ 17,900.00	100%	$ -	$ 895.00
	Structure Cabling	$11,450.00	$ 11,450.00			$ 11,450.00	100%	$ -	$ 572.50
	PAGE 7 TOTAL	$ 516,925.00	$ 516,925.00	$ -	$ -	$ 516,925.00	100%	$ -	$ 25,846.25
	GRAND TOTAL	$ 1,313,000.00	$ 1,313,000.00	$ -	$ -	$ 1,313,000.00	100%	$ -	$ 65,650.00

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CONTINUATION SHEET -LINN SAN MANUEL EMS

AIA DOCUMENT G703

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APPLICATION NO: 14 - Retainage
APPLICATION DATE: 7/14/2016
PERIOD TO: 07/01/2015-08/31/2015
ARCHITECT'S PROJECT NO: 201310

	A	B	C	D	E	F	G		H	I
	ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
60		**Allowances**								
61		**IDENTIFYING DEVICES ALLOWENCE**	$2,000.00	$ 2,000.00			$ 2,000.00	100%	$ -	$ 100.00
62		**LANDSCAPING ALLOWENCE**	$25,000.00	$ 25,000.00			$ 25,000.00	100%	$ -	$ 1,250.00
		RED IRON ALLOWENCE	$3,500.00	$ 3,500.00			$ 3,500.00	100%	$ -	$ 175.00
		Transfer to Cont. funds	($3,500.00)	$ (3,500.00)			$ (3,500.00)	100%	$ -	$ (175.00)
		Contingency Allowance	$10,000.00	$ 10,000.00			$ 10,000.00	100%	$ -	$ 500.00
		Contingency Allowance	($10,000.00)	$ (10,000.00)			$ (10,000.00)	100%	$ -	$ (500.00)
		CO No. 1 Conduit for Generator	$1,100.00	$ 1,100.00			$ 1,100.00	100%	$ -	$ 55.00
		Transfer from Red Iron	($1,100.00)	$ (1,100.00)			$ (1,100.00)	100%	$ -	$ (55.00)
		CO No. 2 Rebar at Apparatus Bay	$708.50	$ 708.50			$ 708.50	100%	$ -	$ 35.43
		Transfer from Red Iron	($708.50)	$ (708.50)			$ (708.50)	100%	$ -	$ (35.43)
		CO No. 5 Generator Feeders / Concrete Pad	$11,691.50	$ 11,691.50			$ 11,691.50	100%	$ -	$ 584.58
63		**Transfer from Red Iron**	($1,691.50)	$ (1,691.50)			$ (1,691.50)	100%	$ -	$ (84.58)
64		**Change Order No. 4 of 03.10.15**	$3,010.20	$ 3,010.20			$ 3,010.20	100%	$ -	$ 150.51
65		**Change Order No. 9 Credit to Contract**	(2,106.00)	($2,106.00)			$ (2,106.00)	100%	$ -	$ (105.30)
66		**CO No.10 Deletion of Allowance**	(25,000.00)	($25,000.00)			$ (25,000.00)	100%	$ -	$ (1,250.00)
91										
92										
93		**PAGE 7 TOTAL**	$ 12,904.20	$ 12,904.20	$ -	$ -	$ 12,904.20	100%	$ -	$ 645.21
		GRAND TOTAL	**$ 1,325,904.20**	**$ 1,325,904.20**	$ -	$ -	**$ 1,325,904.20**	100%	$ -	**$ 66,295.21**

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES 1

TO OWNER: HIDALGO CTY PCT 4.
1051 North Dolittle Road
EDINBURG, TX 78542

PROJECT: Linn San Manuel Emergency Faci
PRECINCT NO 4
Hidalgo County

APPLICATION NO: 13

PERIOD TO: 07/01/2015-08/31/2015

Distribution to:
- [X] OWNER
- [X] ARCHITECT
- [X] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:
JCON CONSTRUCTION LLC
604 PALMVIEW DR.
PALMVIEW, TX 78574
956-581-8891

VIA ARCHITECT: Mata + Garcia Architects LLP
1314 Ivy Avenue
McAllen, TX 78501
956-631-1945

PROJECT No.: 201310
PO # 712761
Contract # C-14-067-06-03
CONTRACT DATE: August 5,2014

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 1,350,000.00
2. Net change by Change Orders		$ (24,095.80)
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 1,325,904.20
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ **1,325,904.20**
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 66,295.21	
b. 0 % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 66,295.21
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 1,259,608.99
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 1,259,709.69
8. CURRENT PAYMENT DUE		$ (100.70)
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 66,295.21

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	3010.2	$2,106.00
Total approved this Month	($25,000.00)	
TOTALS	-21989.8	$2,106.00
NET CHANGES by Change Order	($24,095.80)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Maria D Garza
Notary Public, State of Texas
Commission # 130166069
Expires: 03/25/2019

CONTRACTOR:

By: _____ Date: 5/25/17

State of: Texas County of: Hidalgo
Subscribed and sworn to before me this 25 day of May, 2017
Notary Public: Maria Garza
My Commission expires: March 25, 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ -(100.70)

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: 05.25.17

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA® · © 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

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CONTINUATION SHEET -LINN SAN MANUEL EMS

AIA DOCUMENT G703

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APPLICATION NO: 13
APPLICATION DATE: 7/14/2016
PERIOD TO: 07/01/2015-08/31/2015
ARCHITECT'S PROJECT NO: 201310

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	**General Requirements**								
	General Conditions	$25,900.00	$ 25,900.00			$ 25,900.00	100%	$ -	$ 1,295.00
	Temporary Facilities	$12,600.00	$ 12,600.00			$ 12,600.00	100%	$ -	$ 630.00
	Mobilization (Start, progress)	$10,000.00	$ 10,000.00			$ 10,000.00	100%	$ -	$ 500.00
	Mobilization (end)	$5,000.00	$ 5,000.00			$ 5,000.00	100%	$ -	$ 250.00
2	**Site Work & Utilities**								$ -
	Erosion Control	$8,500.00	$ 8,500.00	$ -		$ 8,500.00	100%	$ -	$ 425.00
	Termite Control	$2,500.00	$ 2,500.00			$ 2,500.00	100%	$ -	$ 125.00
	Sewer & Water								$ -
	Labor	$15,000.00	$ 15,000.00			$ 15,000.00	100%	$ -	$ 750.00
	Materials	$20,000.00	$ 20,000.00			$ 20,000.00	100%	$ -	$ 1,000.00
	Asphalt Paving								$ -
	Labor	$35,000.00	$ 35,000.00			$ 35,000.00	100%	$ -	$ 1,750.00
	Equipment	$68,800.00	$ 68,800.00			$ 68,800.00	100%	$ -	$ 3,440.00
	Sidewaks & Curb								$ -
	Materials	$18,000.00	$ 18,000.00			$ 18,000.00	100%	$ -	$ 900.00
	Labor	$9,500.00	$ 9,500.00			$ 9,500.00	100%	$ -	$ 475.00
	Equipment	$2,300.00	$ 2,300.00			$ 2,300.00	100%	$ -	$ 115.00
	Misc. Ramps, Signs, Stripping								$ -
	Labor	$1,800.00	$ 1,800.00			$ 1,800.00	100%	$ -	$ 90.00
	Materials	$2,000.00	$ 2,000.00			$ 2,000.00	100%	$ -	$ 100.00
3	**Foundation**								$ -
	Concrete Materials	$102,500.00	$ 102,500.00	$ -		$ 102,500.00	100%	$ -	$ 5,125.00
	Concrete Labor	$30,000.00	$ 30,000.00	$ -		$ 30,000.00	100%	$ -	$ 1,500.00
	Reinforcement - Steel	$22,800.00	$ 22,800.00	$ -		$ 22,800.00	100%	$ -	$ 1,140.00
	Select Fill	$25,000.00	$ 25,000.00	$ -		$ 25,000.00	100%	$ -	$ 1,250.00
	Saw Cut	$3,500.00	$ 3,500.00			$ 3,500.00	100%	$ -	$ 175.00
	Pump	$ 2,500.00	$ 2,500.00			$ 2,500.00	100%	$ -	$ 125.00
4	**Masonry**								$ -
	Labor	$26,500.00	$ 26,500.00			$ 26,500.00	100%	$ -	$ 1,325.00
	Materials	$42,700.00	$ 42,700.00	$ -		$ 42,700.00	100%	$ -	$ 2,135.00
	PAGE 1 TOTAL	$ 492,400.00	$ 492,400.00	$ -	$ -	$ 492,400.00	100%	$ -	$ 24,620.00

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ARCHITECT'S PROJECT NO: 201310

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5	**Metal Structure**								
	Labor	$27,500.00	$ 27,500.00			$ 27,500.00	100%	$ -	$ 1,375.00
	Materials	$73,500.00	$ 73,500.00			$ 73,500.00	100%	$ -	$ 3,675.00
									$ -
6	**Rough Carpentry**								$ -
	Materials	$9,600.00	$ 9,600.00			$ 9,600.00	100%	$ -	$ 480.00
	Labor	$1,000.00	$ 1,000.00			$ 1,000.00	100%	$ -	$ 50.00
	Custom Case work	$2,500.00	$ 2,500.00			$ 2,500.00	100%	$ -	$ 125.00
	Casework Labor	$1,000.00	$ 1,000.00			$ 1,000.00	100%	$ -	$ 50.00
7	**Water Proofing & Cavity Insulation**								$ -
	Insulation Materials	$8,000.00	$ 8,000.00			$ 8,000.00	100%	$ -	$ 400.00
	Insulation Labor	$3,000.00	$ 3,000.00			$ 3,000.00	100%	$ -	$ 150.00
	Damproofing Materials	$9,000.00	$ 9,000.00			$ 9,000.00	100%	$ -	$ 450.00
	Damproofing Labor	$3,500.00	$ 3,500.00			$ 3,500.00	100%	$ -	$ 175.00
	Falshing Mat.	$3,500.00	$ 3,500.00			$ 3,500.00	100%	$ -	$ 175.00
	Flashing Labor	$2,500.00	$ 2,500.00			$ 2,500.00	100%	$ -	$ 125.00
	Membrane Roofing	$18,500.00	$ 18,500.00			$ 18,500.00	100%	$ -	$ 925.00
	Roof Insulation	$8,000.00	$ 8,000.00			$ 8,000.00	100%	$ -	$ 400.00
	Sheet Metal Flashing	$3,500.00	$ 3,500.00			$ 3,500.00	100%	$ -	$ 175.00
	Sheet Metal Flashing Labor	$2,000.00	$ 2,000.00			$ 2,000.00	100%	$ -	$ 100.00
8	**Windows & Doors**								$ -
	Hallow Metal Doors & Frames	$12,500.00	$ 12,500.00			$ 12,500.00	100%	$ -	$ 625.00
	Hardware	$23,000.00	$ 23,000.00			$ 23,000.00	100%	$ -	$ 1,150.00
	Glazing	$ 32,000.00	$ 32,000.00			$ 32,000.00	100%	$ -	$ 1,600.00
	Special Doors	$7,875.00	$ 7,875.00			$ 7,875.00	100%	$ -	$ 393.75
	Special Doors Labor	$1,500.00	$ 1,500.00			$ 1,500.00	100%	$ -	$ 75.00
	Sectional Overhead Doors	$35,000.00	$ 35,000.00			$ 35,000.00	100%	$ -	$ 1,750.00
	Sectional Overhead Doors Labor	$ 6,200.00	$ 6,200.00			$ 6,200.00	100%	$ -	$ 310.00
	Tubular Devices	$ 9,000.00	$ 9,000.00			$ 9,000.00	100%	$ -	$ 450.00
	PAGE 2 TOTAL	$ 303,675.00	$ 303,675.00	$ -	$ -	$ 303,675.00	100%	$ -	$ 15,183.75

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9	**Finishes**								
	Gympson Wall Board	$10,000.00	$ 10,000.00			$ 10,000.00	100%	$ -	$ 500.00
	gympson Wall Board Labor	$5,800.00	$ 5,800.00			$ 5,800.00	100%	$ -	$ 290.00
	Painting Labor	$7,500.00	$ 7,500.00			$ 7,500.00	100%	$ -	$ 375.00
	Painting Materials	$18,500.00	$ 18,500.00			$ 18,500.00	100%	$ -	$ 925.00
10	**Specialties**								$ -
	Toilet Access	$3,500.00	$ 3,500.00			$ 3,500.00	100%	$ -	$ 175.00
	Lockers	$15,000.00	$ 15,000.00			$ 15,000.00	100%	$ -	$ 750.00
	Fire Protection	$57,500.00	$ 57,500.00			$ 57,500.00	100%	$ -	$ 2,875.00
14	**Plumbing**								$ -
	Underground	$20,000.00	$ 20,000.00			$ 20,000.00	100%	$ -	$ 1,000.00
	Rough In	$35,000.00	$ 35,000.00			$ 35,000.00	100%	$ -	$ 1,750.00
	Fixtures	$25,000.00	$ 25,000.00			$ 25,000.00	100%	$ -	$ 1,250.00
	Fixtures Installation	$17,000.00	$ 17,000.00			$ 17,000.00	100%	$ -	$ 850.00
15	**HVAC**								$ -
	Duct Materials	$18,000.00	$ 18,000.00			$ 18,000.00	100%	$ -	$ 900.00
	Duct Labor	$6,500.00	$ 6,500.00			$ 6,500.00	100%	$ -	$ 325.00
	Equipment	$38,000.00	$ 38,000.00			$ 38,000.00	100%	$ -	$ 1,900.00
	Labor	$6,200.00	$ 6,200.00			$ 6,200.00	100%	$ -	$ 310.00
16	**Electrical Conduit/Supplies**								$ -
	Undergound Materials	$10,000.00	$ 10,000.00			$ 10,000.00	100%	$ -	$ 500.00
	Underground Labor	$7,100.00	$ 7,100.00			$ 7,100.00	100%	$ -	$ 355.00
	Electrical Labor	$6,450.00	$ 6,450.00			$ 6,450.00	100%	$ -	$ 322.50
	Wall Rough In	$24,000.00	$ 24,000.00			$ 24,000.00	100%	$ -	$ 1,200.00
	Rough In Labor	$15,000.00	$ 15,000.00			$ 15,000.00	100%	$ -	$ 750.00
	Electrical Fixtures	$131,000.00	$ 131,000.00			$ 131,000.00	100%	$ -	$ 6,550.00
	Fixture Installation	$10,525.00	$ 10,525.00			$ 10,525.00	100%	$ -	$ 526.25
	Fire Alarm	$17,900.00	$ 17,900.00			$ 17,900.00	100%	$ -	$ 895.00
	Structure Cabling	$11,450.00	$ 11,450.00			$ 11,450.00	100%	$ -	$ 572.50
	PAGE 7 TOTAL	$ 516,925.00	$ 516,925.00	$ -	$ -	$ 516,925.00	100%	$ -	$ 25,846.25
	GRAND TOTAL	**$ 1,313,000.00**	**$ 1,313,000.00**	$ -	$ -	**$ 1,313,000.00**	100%	$ -	**$ 65,650.00**

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ARCHITECT'S PROJECT NO: 201310

	A	B	C	D	E	F	G		H	I
	ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
60		Allowances								
61		IDENTIFYING DEVICES ALLOWENCE	$2,000.00		$ 2,000.00		$ 2,000.00	100%	$ -	$ 100.00
62		LANDSCAPING ALLOWENCE	$25,000.00		$ 25,000.00		$ 25,000.00	100%	$ -	$ 1,250.00
		RED IRON ALLOWENCE	$3,500.00	$ 3,500.00			$ 3,500.00	100%	$ -	$ 175.00
		Transfer to Cont. funds	($3,500.00)	$ (3,500.00)			$ (3,500.00)	100%	$ -	$ (175.00)
		Contingency Allowance	$10,000.00	$ 10,000.00			$ 10,000.00	100%	$ -	$ 500.00
		Contingency Allowance	($10,000.00)	$ (10,000.00)			$ (10,000.00)	100%	$ -	$ (500.00)
		CO No. 1 Conduit for Generator	$1,100.00	$ 1,100.00			$ 1,100.00	100%	$ -	$ 55.00
		Transfer from Red Iron	($1,100.00)	$ (1,100.00)			$ (1,100.00)	100%	$ -	$ (55.00)
		CO No. 2 Rebar at Apparatus Bay	$708.50	$ 708.50			$ 708.50	100%	$ -	$ 35.43
		Transfer from Red Iron	($708.50)	$ (708.50)			$ (708.50)	100%	$ -	$ (35.43)
		CO No. 5 Generator Feeders / Concrete Pad	$11,691.50	$ 11,691.50			$ 11,691.50	100%	$ -	$ 584.58
63		Transfer from Red Iron	($1,691.50)	$ (1,691.50)			$ (1,691.50)	100%	$ -	$ (84.58)
64		Change Order No. 4 of 03.10.15	$3,010.20	$ 3,010.20			$ 3,010.20	100%	$ -	$ 150.51
65		Change Order No. 9 Credit to Contract	(2,106.00)	($2,106.00)			$ (2,106.00)	100%	$ -	$ (105.30)
66		CO No.10 Deletion of Allowance	(25,000.00)		$ (25,000.00)		$ (25,000.00)	100%	$ -	$ (1,250.00)
91										
92										
93		PAGE 7 TOTAL	$ 12,904.20	$ 10,904.20	$ 2,000.00	$ -	$ 12,904.20	100%	$ -	$ 645.21
		GRAND TOTAL	**$ 1,325,904.20**	**$ 1,323,904.20**	**$ 2,000.00**	**$ -**	**$ 1,325,904.20**	100%	**$ -**	**$ 66,295.21**

license a completed AIA Document D401 - Certification of Document's Authenticity

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
Hidalgo County Pct. No. 4 Linn-San Manuel Emergency Services Facility
Linn - San Manuel Texas

PROJECT NUMBER: 201310/
CONTRACT FOR: General Construction
CONTRACT DATE: August 05, 2014

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address)
County of Hidalgo Pct. 4
1051 N. Doolittle Rd.
Edinburg, Texas 78542

TO CONTRACTOR:
(Name and address)
J-Con Construction LLC
604 Palmview Drive
Mission, Texas 78574

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

All work under contract documents.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty	**Date of Commencement**
All Warranties Required Under Contract Documents	August 24, 2015

Mata+Garcia Architects LLP		July 24, 2015
ARCHITECT	**BY**	**DATE OF ISSUANCE**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

J-Con Construction LLC		July 24, 2015
CONTRACTOR	**BY**	**DATE**

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 8:00 a.m. (time) on August 24, 2015 (date).

County of Hidalgo/Precinct No. 4		
OWNER	**BY**	**DATE**

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

County of Hidalgo / Precinct No. 4 assumes all responsibility for security, maintenance, heat, utilities, damage to the Work and insurance as of August 24, 2015 at 8:00 a.m.

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User Notes: (1664102247)

MATA garcia
ARCHITECTS L.L.P.

ARCHITECTURE

PROJECT MANAGEMENT

INTERIOR DESIGN

Linn San Manuel Emergency Services Facility
July 22, 2015

This Punchlist is comprised the following items:

A. Three E- mails with attachments regarding items previously include in Field Reports:
1. Email sent by Hector Garcia 7/20/2015 4:42am
2. Email sent by Hector Garcia 7/20/2015 5:20am
attachments: 2 – photographs
3. Email sent by Hector Garcia 7/20/2015 5:33am
attachments: 5 – photographs

B. This written punchlist and floor plan drawings with items shown on the plan

No. Room name
Item number

100 Reception
1. Touch up paint at receptacle west wall
2. Clean paint and dust aluminum storefront frames

101 County Fire Marshall Office
3. Double pane exterior glazing seals not properly installed need to be corrected.
4. Refinish gypsum board at receptacle under window
5. Replace cracked ceiling panel
6. Touch up paint at hollow metal frame

102 Hall
7. General note: Clean all door hardware

103 DPS/GW/Office
8. Base is waving not flat against wall. Install properly
9. Double pane exterior glazing seals not properly installed need to be corrected.
10. Remove scuff marks from floor

104 Storage no items

105 Precinct no. 4 Office
11. Base is waving not flat against wall. Install properly and clean
12. Double pane exterior glazing seals not properly installed need to be corrected.

106 Hall
13. Touch up paint at hollow metal frame

107 Toilet

14. No hot water
15. Resilient floor to ceramic mosaic floor transition not level. Correct to level and seal gap with manufacturer's approved ceramic tile expansion joint sealant.
16. Ceramic mosaic tile floor to ceramic tile wall not properly grouted or cleaned.
17. Clean ceramic tile walls and remove stained grout from ceramic mosaic tile floor

108 Janitor

18. Add mop and broom holders TA-8 spec section 10800- page 4
19. Seal terrazzo sink to wall
20. Floor drain installed improperly with VCT unglued at edges. Reinstall floor drain plate flush with VCT. Correct VCT at drain.

109 Toilet

21. No hot water
22. Resilient floor to ceramic mosaic floor transition not level. Correct to level and seal gap with manufacturer's approved ceramic tile expansion joint sealant.
23. Ceramic mosaic tile floor to ceramic tile wall not properly grouted or cleaned.
24. Clean ceramic tile walls and remove stained grout from ceramic mosaic tile floor

110 Mechanical

25. Plenums to floor not properly sealed
26. Duct work not properly sealed
27. Touch up paint
28. Clean floor

111 Electrical

112 Living Room

29. Clean base
30. Clean A/C housing
31. Clean wall
32. Complete sliding door installation
33. Clean aluminum storefront
34. A/C not properly working
35. Water fountain front panel not properly reinstalled clean floor below

113 Kitchen

36. Install counter top
37. Install ceiling grid angle at all intersections to cabinets

114 Hall

38. Refinish tape float texture paint
39. Install door stops – General Note

115 Storage (I T)

40. Install missing screws at piano hinges – General Notes
41. Replace cracked ceiling tile

116 Women

42. Refinish crack at top of wall
43. Resilient floor to ceramic mosaic floor transition not level. Correct to level and seal gap with manufacturer's approved ceramic tile expansion joint sealant.
44. Correct ceramic mosaic tile floor to ceramic tile wall not properly grouted or cleaned.
45. Replace ceramic wall tiles used as Ceramic tile coved bases
46. Clean ceramic tile walls and remove stained grout from ceramic mosaic tile floor
47. Add: TA-12 shower curtains rod and hooks spec section 10800- page 4
48. Correct ceramic tile floor at drains
49. Install dressing benches

117 Men

50. Resilient floor to ceramic mosaic floor transition not level. Correct to level and seal gap with manufacturer's approved ceramic tile expansion joint sealant.
51. Ceramic mosaic tile floor to ceramic tile wall not properly grouted or cleaned.
52. Replace ceramic wall tiles used as Ceramic tile coved bases
53. Clean ceramic tile walls and remove stained grout from ceramic mosaic tile floor
54. Add: TA-12 shower curtains rod and hooks spec section 10800- page 4
55. Correct ceramic tile floor at drains
56. Install: dressing benches
57. Paper towel dispenser mounting clips are exposed and should be corrected.

118 Apparatus Bay

58. Grout honeycomb concrete at slabs
59. Install door stops
60. One of six overhead doors is work. Correct others.
61. Clean and seal concrete floor

119 Fire Chief Office

120 Janitor

62. Add mop and broom holders TA-8 spec section 10800- page 4
63. Seal terrazzo sink to wall

121 Storage

122 Storage

123 Storage

124 Washer/Dryer Storage

125 Riser

Exterior

West Elevation

64. Refer to previously issued Field Reports for pending items not corrected

65. Remove red paint for cement board siding
66. At top of walls seal all gaps between brick and soffit
67. At brick to cement board siding sill, seal all gaps

North Elevation

68. At top of walls seal all gaps between brick and soffit – General Note
69. At all brick ledge conditions under window siding wall remove all exposed copper fabric flashing and clean concrete.- General Note
70. Paint on galvanized steel is peeling off. Very galvanized primer was used, if not remove all paint to install paint properly -General Note

71. Replace all square downspouts to be round. At bottom of downspout extend angle opening to fall within recessed area of splashblock – General Note- Refer to previously issued Field Reports
72. At sidewalk boxes replace rivets is galvanized screws countersunk
73. Install door felt and gaps between doors

East Elevation

74. Replace deteriorated brick at fourth course middle of wall
75. At all brick ledge conditions under window siding wall remove all exposed copper fabric flashing and clean concrete.
76. At brick to cement board siding sill, seal all gaps
77. At top of walls seal all gaps between brick and soffit – General Note

South elevation

78. Install doorstop
79. Remove and install dislodged bricks -General Note
80. Seal open area above the steel beam
81. At all brick ledge conditions under window siding wall remove all exposed copper fabric flashing and clean concrete.

Covered parking

82. Seal all concrete chapes
83. Paint on galvanized steel is peeling off. Verify galvanized primer was used, if not remove all paint to install paint properly -General Note
84. At brick to cement board siding sill, seal all gaps

This concludes the punchlist created on July 23, 2015.
Additional items maybe added in future field visits by the Architect and or Owner.

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IMG_3045[13]

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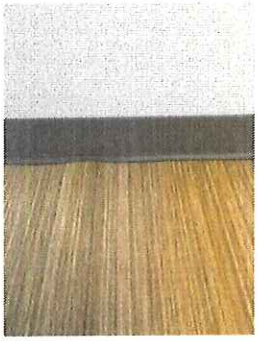
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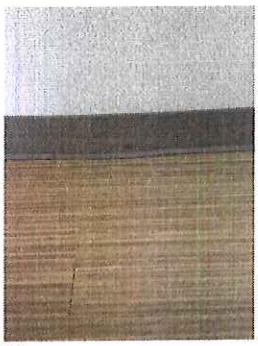
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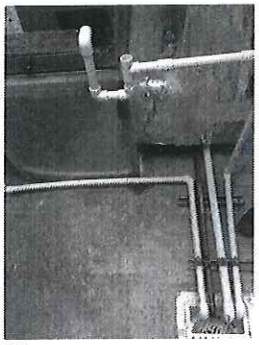
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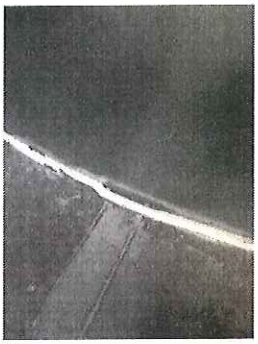
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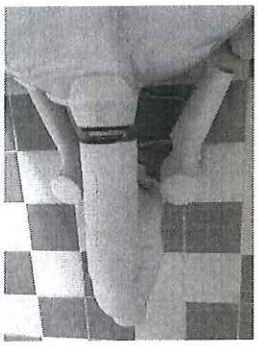
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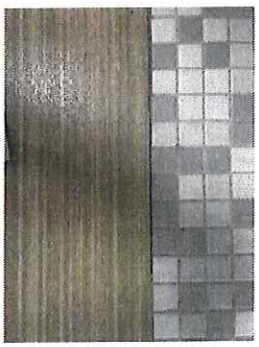
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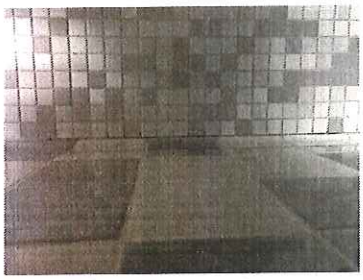

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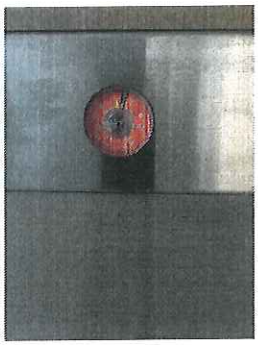

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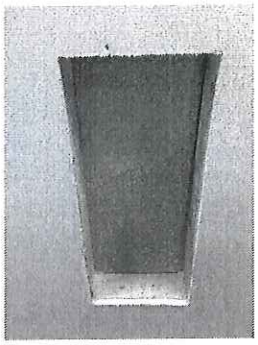

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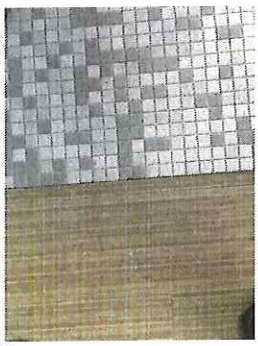

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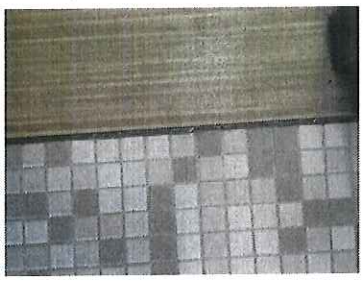

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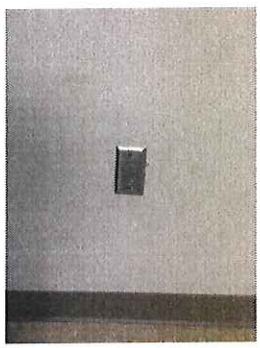

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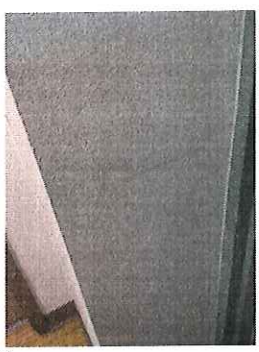

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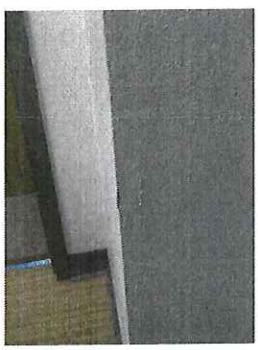

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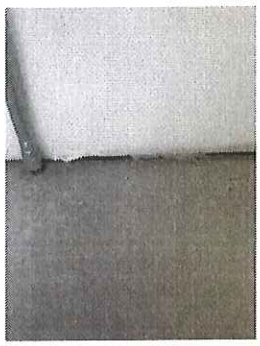
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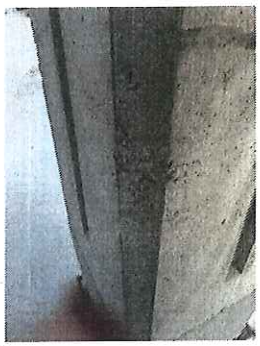
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SIGMA HN
ENGINEERS, PLLC

701 S 15th St
McAllen, TX 78501
(956) 332-3206

FINAL PUNCH LIST

Project:	Linn San Manuel Emergency Services Facility	**Site Visit Date:**	July 23, 2015
Eng's Project No.:	13023	**Time:**	1:30 pm
General Contractor:	JCON Construction, LLC	**Weather:**	98°F, Hot
Report By:	Sigma HN Engineers, PLLC	**Est. % of Completion:**	90%
Present at Site:	Sigma HN Engineers, PLLC (Gabriel Hinojosa, Tony Nicanor) JCON Construction, LLC (Domingo Desiga) Mata-Garcia Architects (Rey Zamora) Hidalgo County Pct. 4 (Daniel Flores, Lulu Lucio)		

The following items require the attention of the Contractor for completion or correction. This list may not be all-inclusive, and the failure to include any items not on this list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Observations:

1. Conduct program configuration (start-up) of lighting control system and owner training.
2. Conduct program configuration (start-up) of stand-by generator and automatic transfer switch and owner training.
3. Install light fixtures type CC and control for building signage.
4. Lighting for storages 121 through 124 was non operable; correct wiring configuration.
5. Install circuit labeling for each current carrying conductors at electrical panels; refer to photo 1.
6. Control on/off for overhead garage doors need to be adjusted so that the switches are kept recessed to the switch; refer to photo 2.
7. Safety disconnect switch serving condensing unit FCCU-1 needs to properly support to building; refer to photo 3.
8. Install equipment labeling for generator and automatic transfer switch; refer to photo 4.
9. Remove additional lighting control switch in room 105; refer to photo 5.
10. Install sealant around the perimeter of light fixtures type P; refer to photo 6.
11. Provide generator anchor bolts; refer to photo 7.
12. Reduce lead length of surge protection devices as much as possible to avoid voltage drop. Consult manufacturer prior to commencing work; refer to photo 8.

General

13. Complete installation of air conditioning units, controls and refrigerant. Units were running, but it was warm in all the spaces.
14. Submit TAB contractor qualification data.
15. Provide testing, adjusting, and balancing for the project.
16. Provide training on programmable thermostats for AHUs and FCUs.
17. Provide close-out documents.
18. Provide as-built drawings.
19. Supply diffusers are not an equal to TITUS OMNI-AA specified and should be replaced.
20. Flexible duct is not equal to Flexmaster Type 1M specified and should be replaced.

Mechanical Room

21. Painted steel platforms and vibration isolation devices were not installed as described in sheet m1.0, key note 10. Current sheet metal plenum boxes supporting units are not sealed at bottom. Units should be supported on steel platforms as specified.

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22. Provide conduit for control wiring. Exposed control wiring, not in conduit, is not acceptable.
23. Condensate drain lines need to be offset to allow for filter access.
24. Condensate drain lines need to be supported with clamps.
25. Black electric tape to seal condensate piping connections to unit is not acceptable.
26. Foil tape to seal AHU's is not acceptable.
27. Refrigerant line insulation is torn and needs to be properly sealed and fastened.
28. Duct insulation needs to be properly sealed with vapor barrier mastic.
29. Fire dampers have not been installed where the supply and return ducts penetrate ceiling in mechanical room 110 as shown on m1.0, detail 2.
30. Install escutcheons on penetrations of walls, ceilings, and floors that are exposed to sight as specified in specification 15050 for a finished appearance.
31. Balancing dampers need to be installed on outside air ducts as shown on sheet m1.0.
32. Installation of duct silencers could not be verified at time of site visit because of hard ceiling.
33. Seal insulation on hot water piping.
34. Insulate branch sections of hot water piping.
35. Complete start-up of water heater.

Living Room

36. Thermostats installed are not the ones provided by unit manufacturer as directed in sheet m1.0, key note 7.
37. Wall mounted programmable thermostat for FCU-1 has not been installed yet. It too needs to be the thermostat provided by unit manufacturer.
38. Electric water cooler panel needs to be secured in place.

Kitchen

39. Grease duct needs to be replaced & insulated with the type described in sheet m1.0, key note 1.
40. Complete installation of kitchen hood, KH-1, and NFPA101 upgrade package as described on kitchen hood schedule on sheet m3.0.
41. Switch on kitchen hood is loose and needs to be fastened properly.
42. Kitchen hood fire suppression system needs to be charged and tested.
43. Complete installation of sink in Kitchen 113.

Restrooms (Typical)

44. No hot water on restroom lavatories.
45. Low hot water flow on restroom lavatories.
46. Water line protective covers under lavatories need to be secured properly.

IT Room

47. Complete installation of FCU-2 serving IT room. Wires are exposed from front panel.
48. FCU-2 serving IT Room is mounted at an angle and needs to be straightened out.
49. Conceal condensate pump serving FCU-2 above ceiling.
50. Install thermostat for FCU-2 serving IT room.

Apparatus Bay

51. Yellow-Jacket BigAss Fans need to be adjusted so they oscillate more towards the center of the apparatus bay. Currently, they oscillate towards the wall.
52. Safety cable supporting North West fan hits light fixture when it oscillates. Adjust safety cable to avoid conflict with the light fixture.
53. Install acid-waste pipe vents as described on sheet m1.0, key note 6. Coordinate vent installation with flammable storage cabinets to be provided by owner.
54. Obtain owner-provided air compressor & complete installation as shown on sheet p2.0, detail 9.

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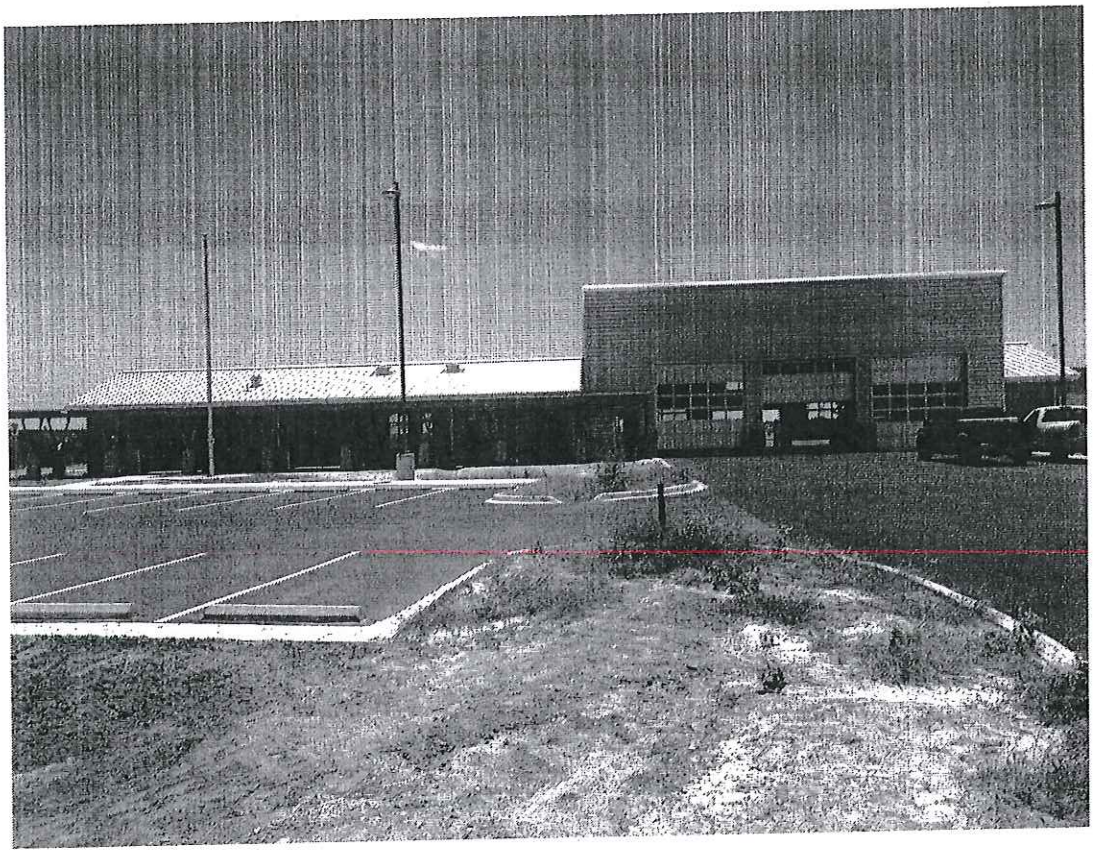
55. Trench drains in Apparatus Bay were visibly not level.
56. Need access panel for hot water return balancing valves. Typical for all others valves and water hammer arrestors mounted above hard ceiling.
57. Exhaust fans serving storage rooms are excessively noisy. Make and model of fans are not an approved equal to basis of design; furthermore, product installed is not the product that was submitted as the intended product to be used.

Outdoor

58. Seal around outside air intake louvers.
59. Install smaller mesh screen at exhaust outlets, typical.
60. Installation of aluminum jacket for FCCU-1 is not complete.
61. Concrete pad for condensing units does not extend all the way to the building as shown on sheet m1.0 allowing for future growth of weeds.
62. Condensing units are not anchored down to concrete pads with anchor bolts.
63. Provide concrete pad for FCCU-1 for weather protection as indicated on plans.
64. Mechanical sleeve seals at exterior wall penetration where not installed as indicated in sheet m1.0, key note 9. Reference sheet m2.0, detail 13.
65. Aluminum jacket on exposed refrigerant pipes was not installed as indicated in sheet m1.0, key note 9.
66. Concrete collars on the sanitary sewer cleanouts were not level and were not at proposed natural ground elevation.
67. Grease trap manhole covers were not level. Manhole covers shall be flush with natural ground.



SIGMA HN
ENGINEERS, PLLC

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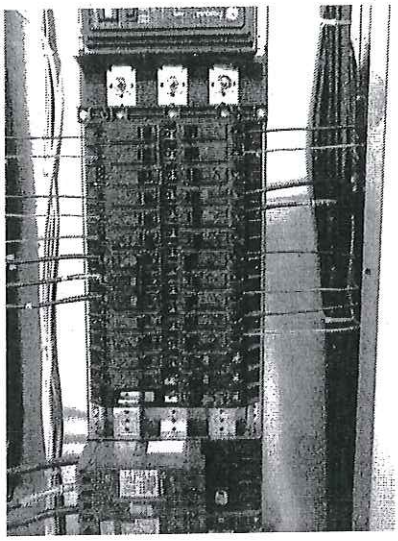
McAllen, TX 78501
(956) 332-3206



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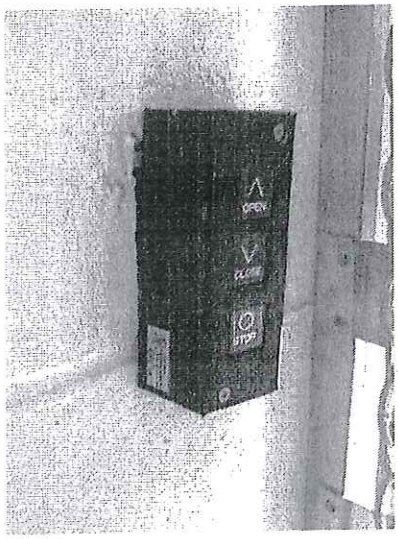

Photo 2

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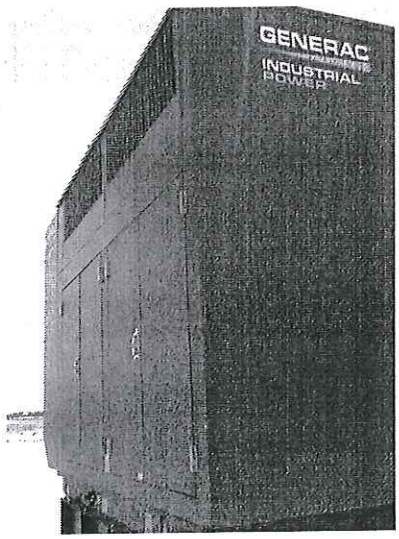
Photo 3



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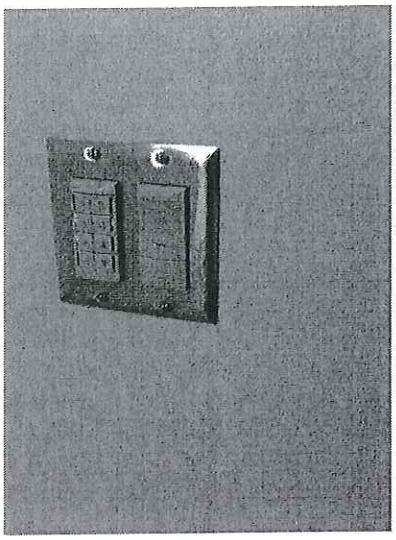

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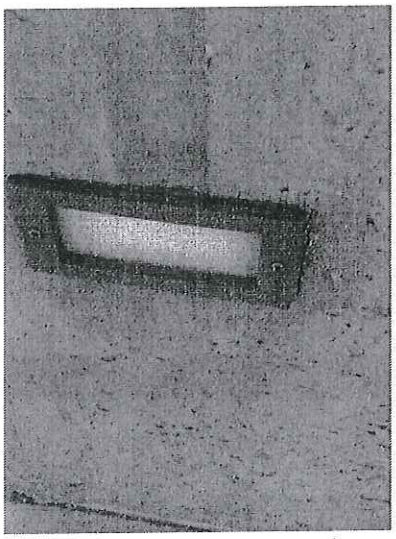

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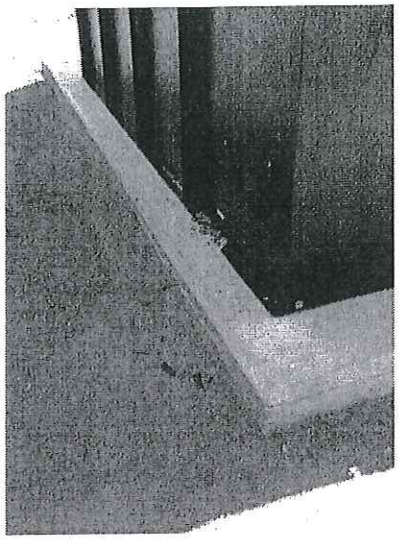

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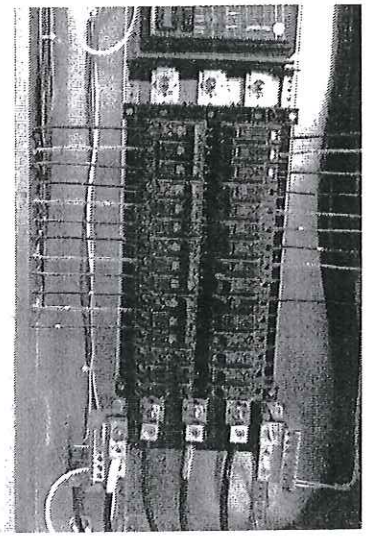

Photo 8

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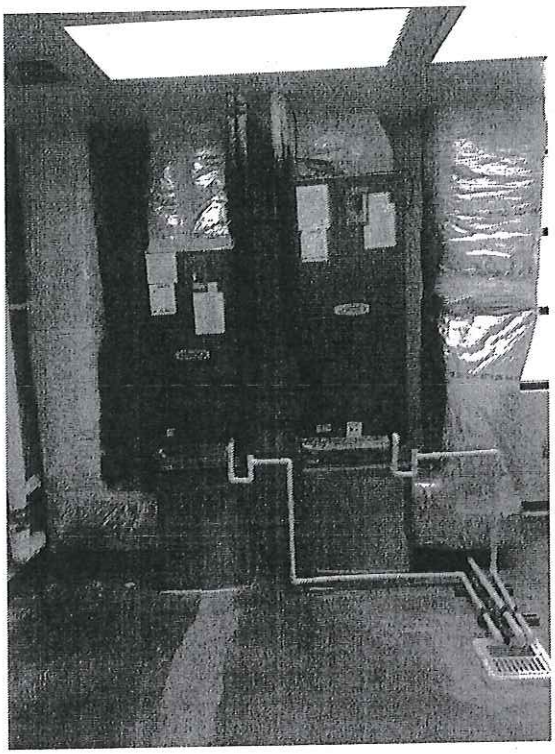

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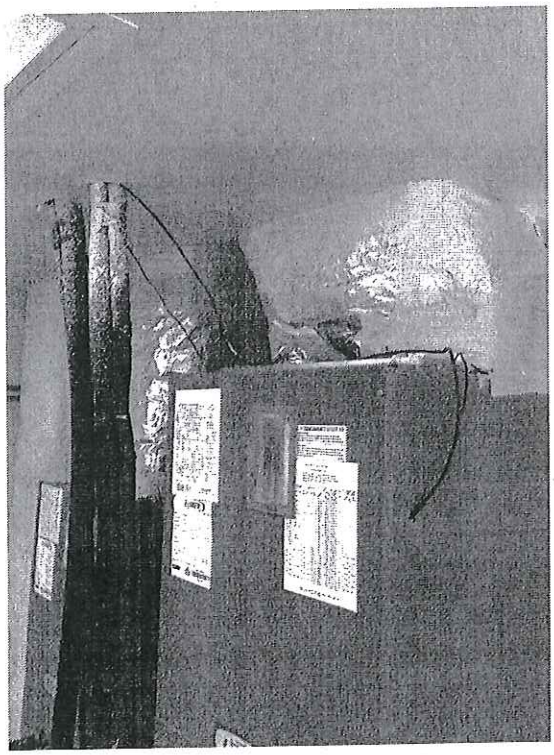

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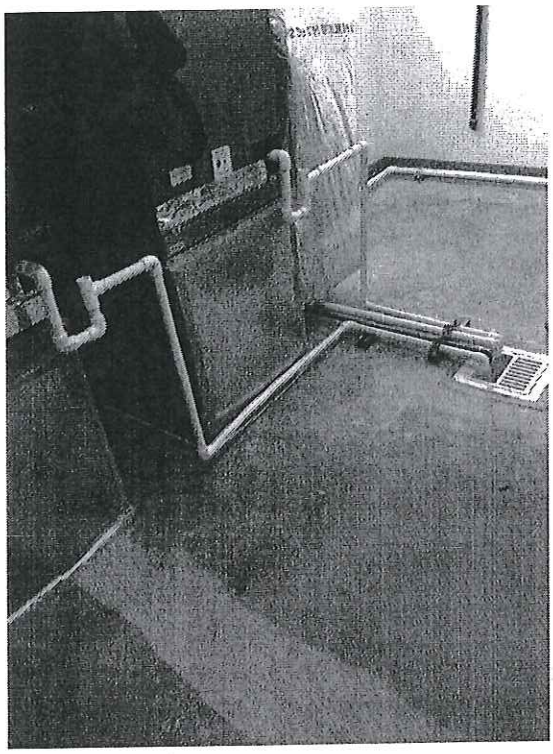

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Photo 12

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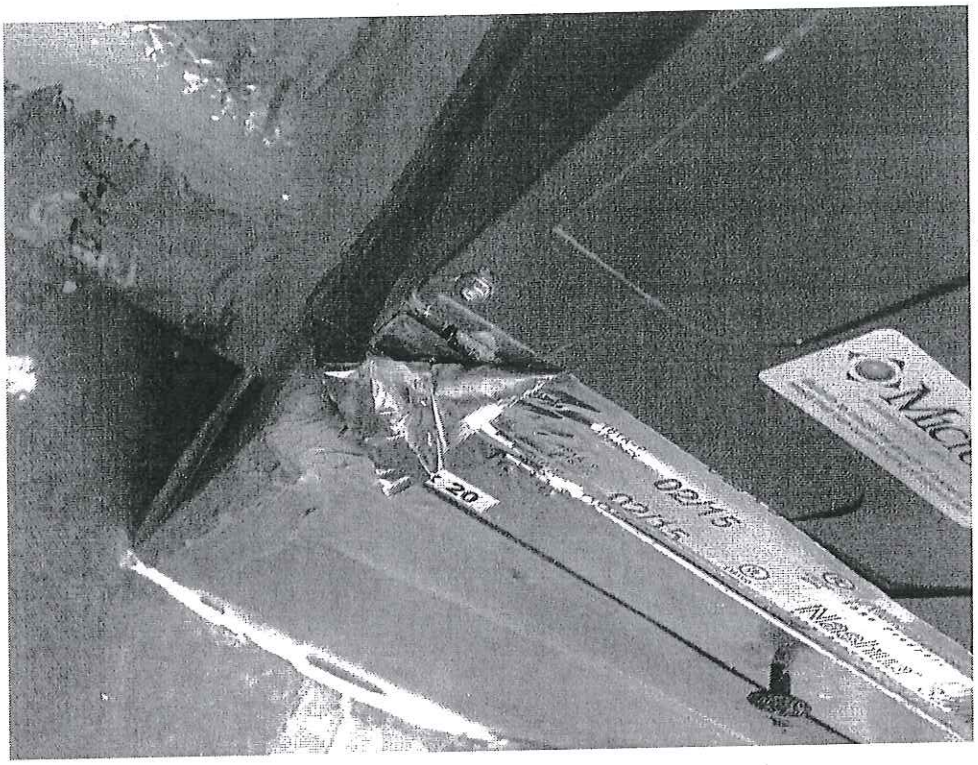

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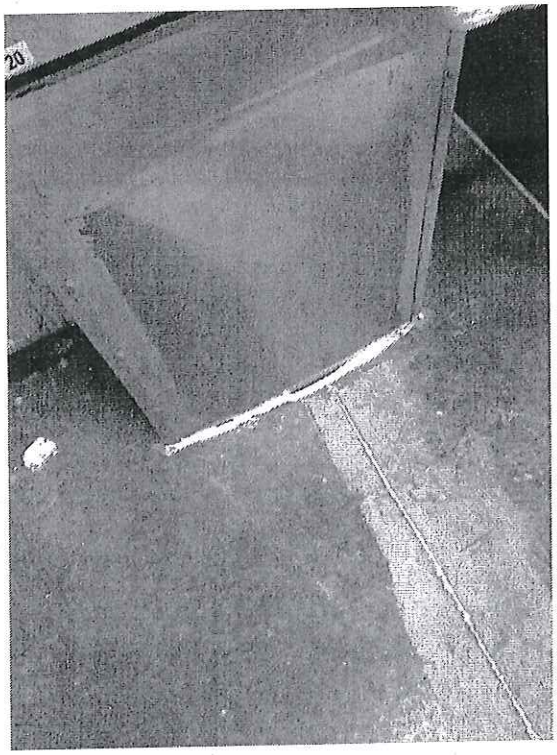

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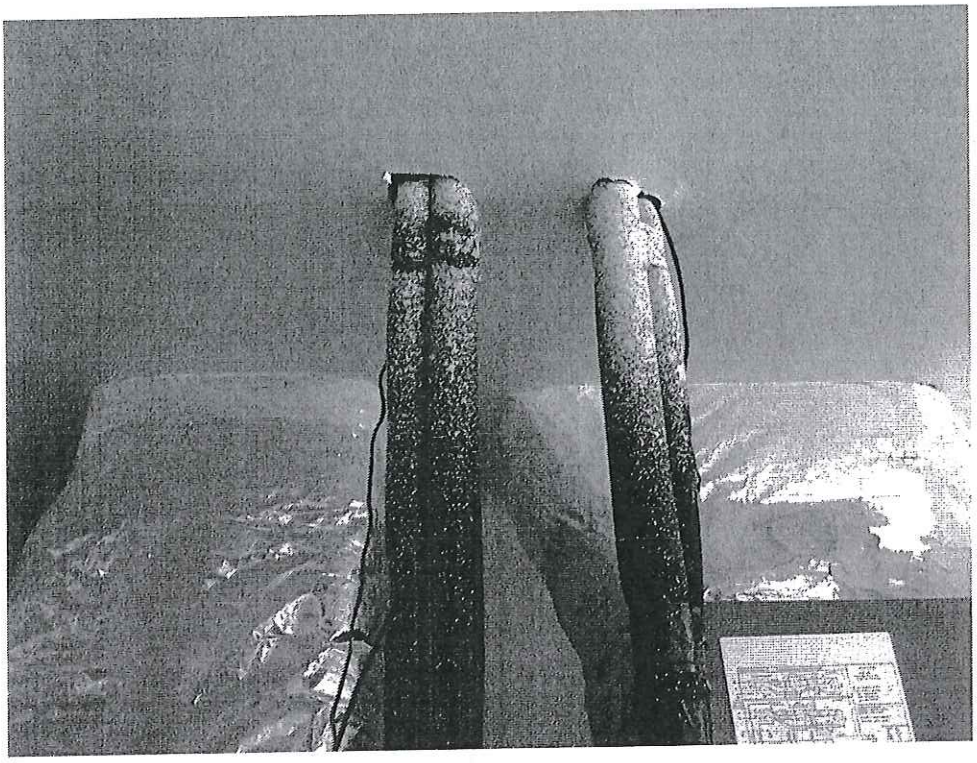

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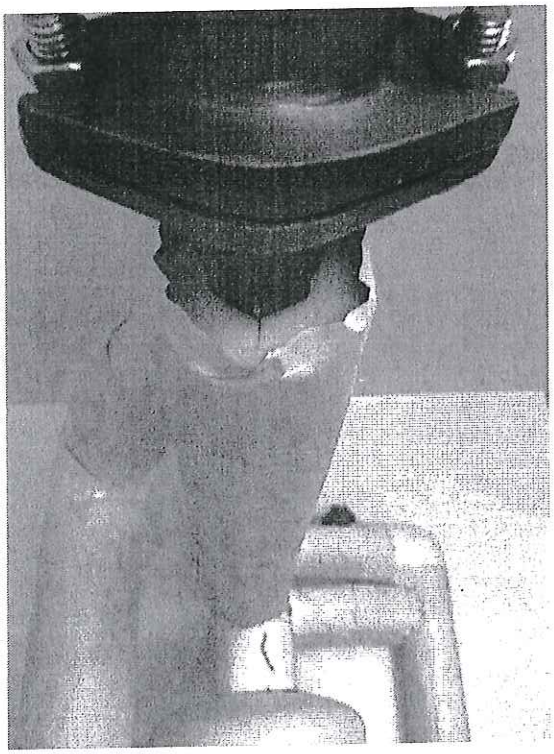

Photo 16

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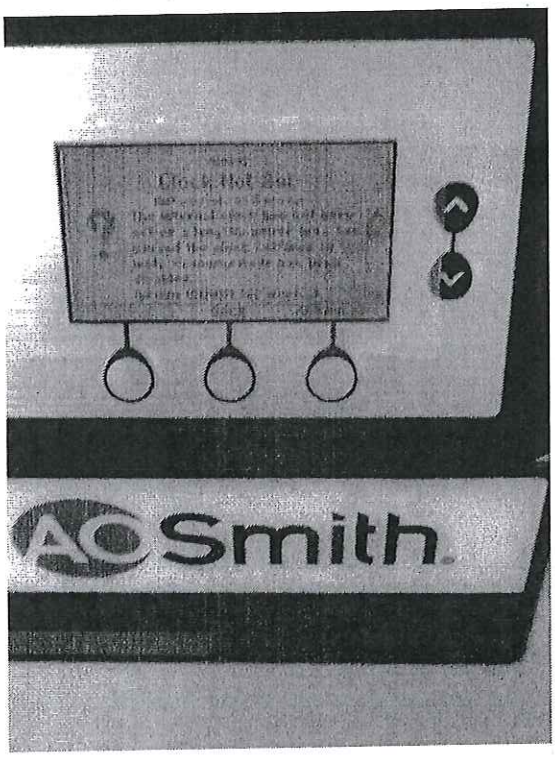
(956) 332-3206

Photo 17



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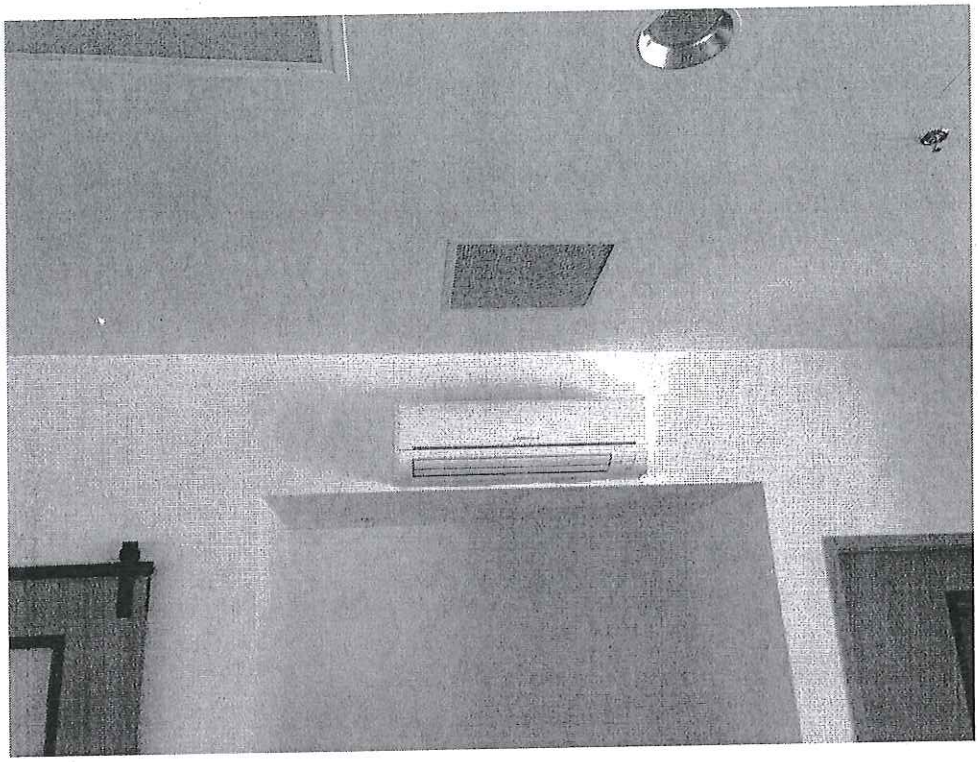

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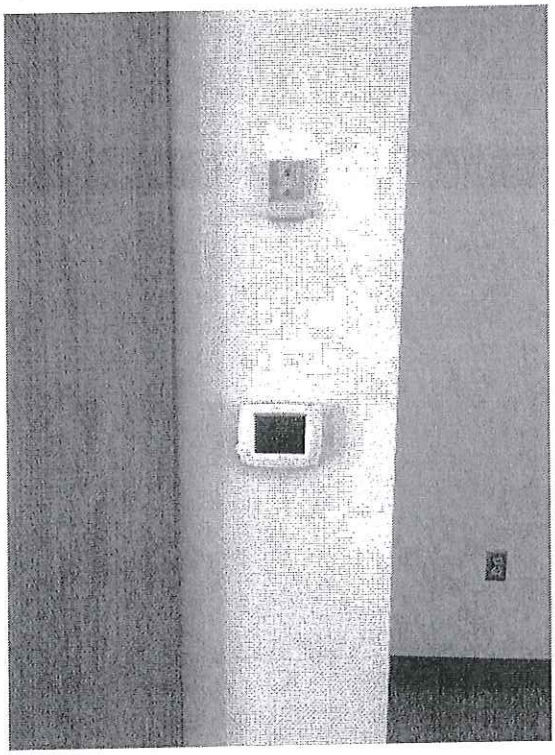

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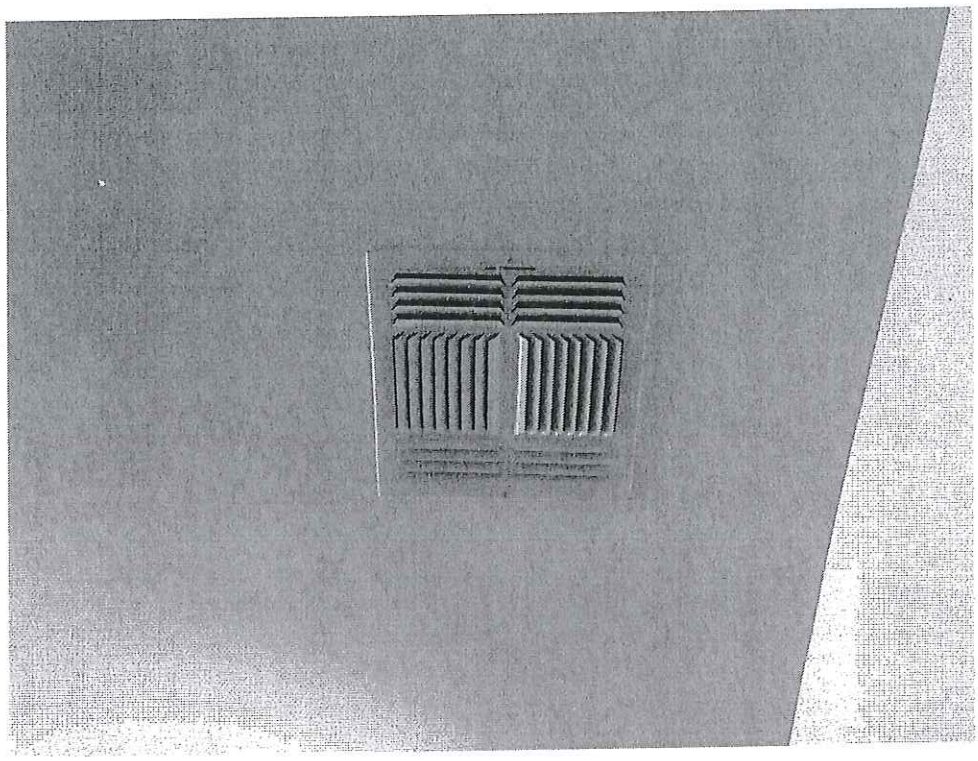

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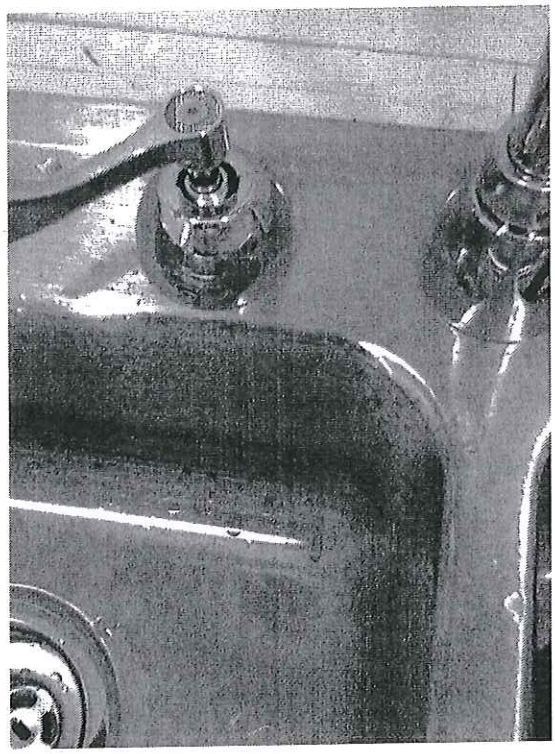

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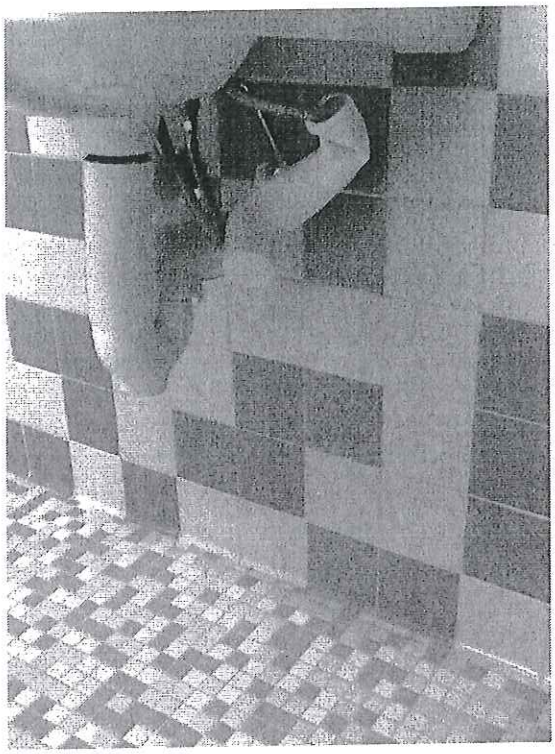

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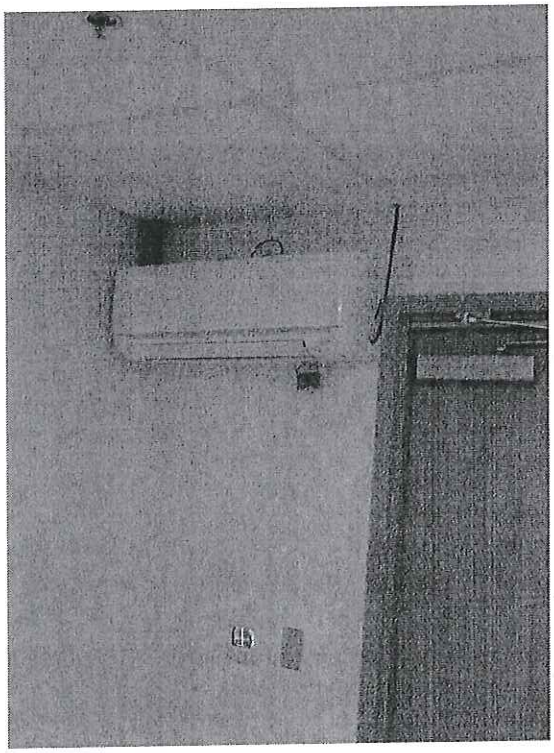

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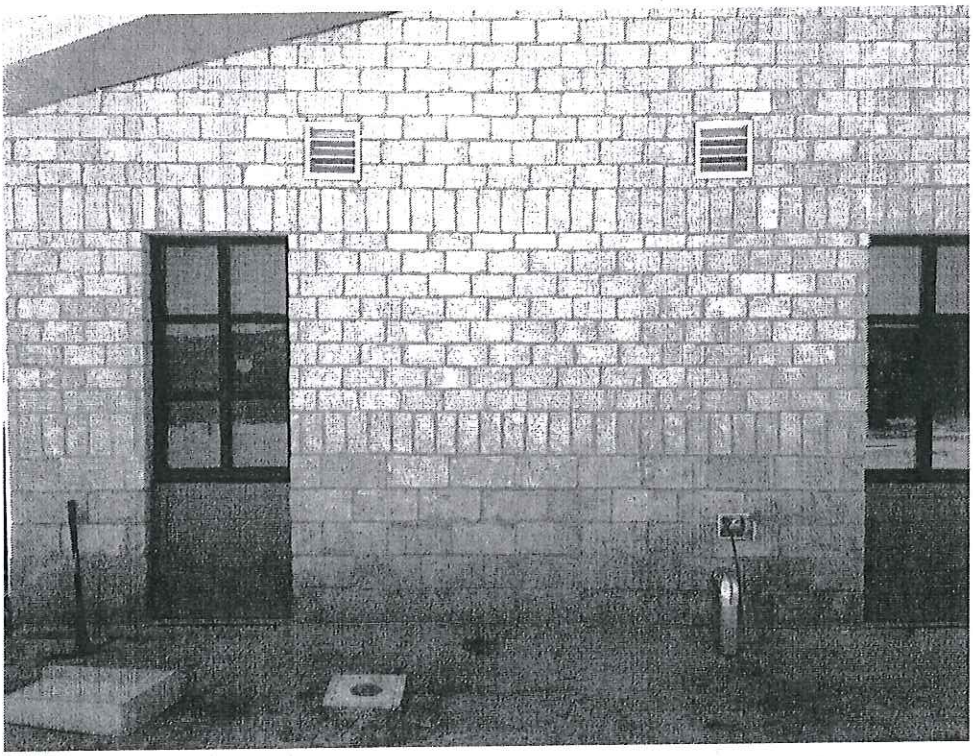
Photo 25



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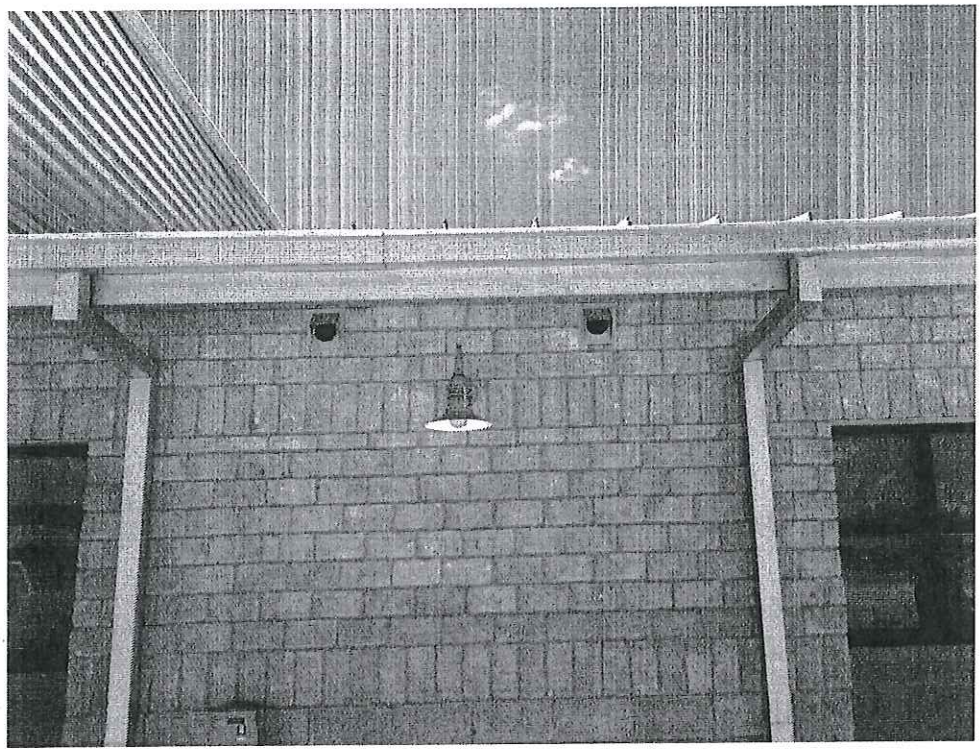

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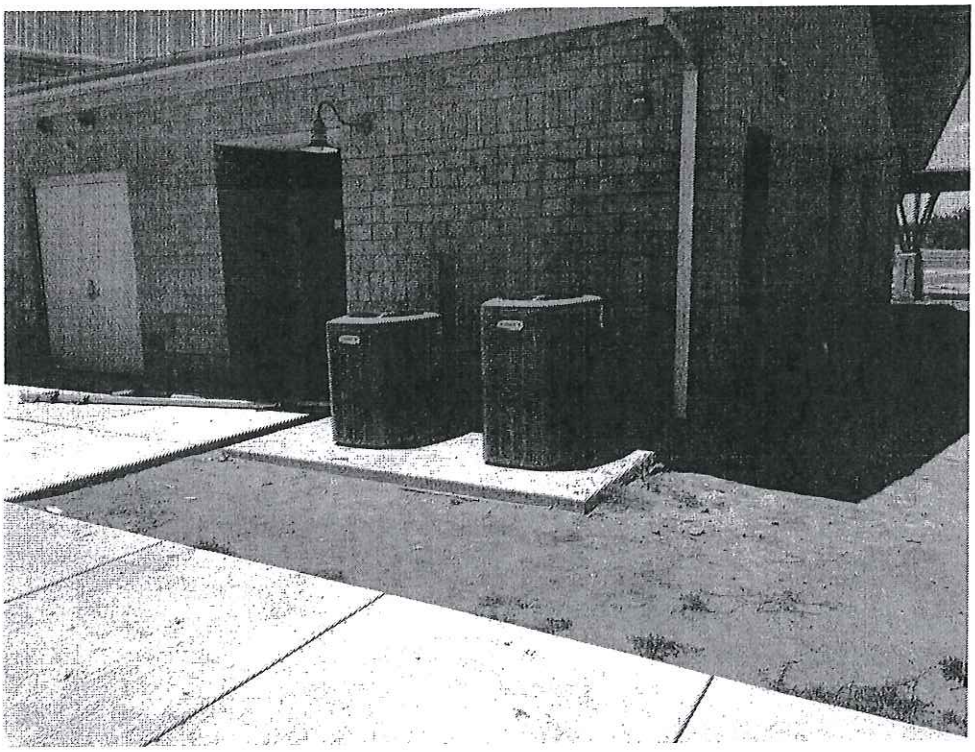

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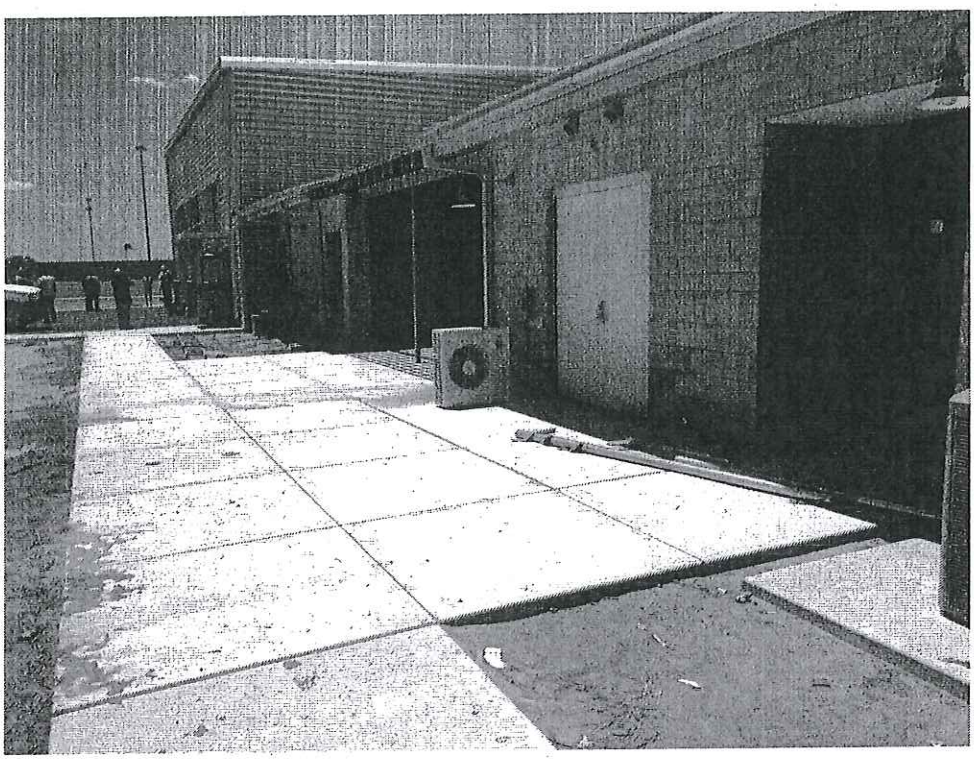


Photo 29

Photo 30

MATA garcia ARCHITECTS L.L.P.

ARCHITECTURE

PROJECT MANAGEMENT

INTERIOR DESIGN

July, 2015

Ms. Maria "Lulu" Lucio
Mr. Jesse Ozuna, Chief Adminsitrator
Hidalgo County Precinct 4
1051 North Doolittle Road
Edinburg, Texas 78542

Hidalgo County – Precinct 4 – Linn-San Manuel Emergency Services Facility

Ms. Lucio / Mr. Ozuna:

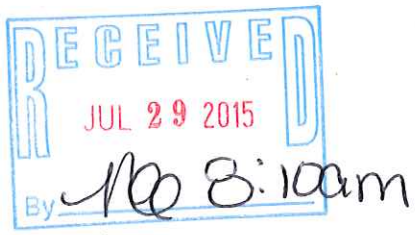
We enclose the following:

- Three sets of the Substantial Completion forms along with Architectural / MEP / Photos of the punch list walk-thru of July 23rd; once the other consultants and department heads submit their punch lists we will attach them to the document as well
- Please have the appropriate authority sign all three originals and return two to our office for further distribution.

If you have any questions, feel free to call.

Thanks,

Hector Rene Garcia
Architect / Partner



No. Room name
Item number

100 Reception
1. Touch up paint at receptacle west wall
2. Clean paint and dust aluminum storefront frames

101 County Fire Marshall Office
3. Double pane exterior glazing seals not properly installed need to be corrected.
4. Refinish gypsum board at receptacle under window
5. Replace cracked ceiling panel
6. Touch up paint at hollow metal frame

102 Hall
7. General note: Clean all door hardware

103 DPS/GW/Office
8. Base is waving not flat against wall. Install properly
9. Double pane exterior glazing seals not properly installed need to be corrected.
10. Remove scuff marks from floor

104 Storage no items

105 Precinct no. 4 Office
11. Base is waving not flat against wall. Install properly and clean
12. Double pane exterior glazing seals not properly installed need to be corrected.

106 Hall
13. Touch up paint at hollow metal frame

107 Toilet
14. No hot water
15. Resilient floor to ceramic mosaic floor transition not level. Correct to level and seal gap with manufacturer's approved ceramic tile expansion joint sealant.
16. Ceramic mosaic tile floor to ceramic tile wall not properly grouted or cleaned.
17. Clean ceramic tile walls and remove stained grout from ceramic mosaic tile floor

108 Janitor
18. Add mop and broom holders TA-8 spec section 10800- page 4
19. Seal terrazzo sink to wall
20. Floor drain installed improperly with VCT unglued at edges. Reinstall floor drain plate flush with VCT. Correct VCT at drain.

109 Toilet
21. No hot water
22. Resilient floor to ceramic mosaic floor transition not level. Correct to level and seal gap with manufacturer's approved ceramic tile expansion joint sealant.
23. Ceramic mosaic tile floor to ceramic tile wall not properly grouted or cleaned.
24. Clean ceramic tile walls and remove stained grout from ceramic mosaic tile floor

110 Mechanical
25. Plenums to floor not properly sealed
26. Duct work not properly sealed
27. Touch up paint
28. Clean floor

111 Electrical

112 Living Room
29. Clean base
30. Clean A/C housing
31. Clean wall
32. Complete sliding door installation
33. Clean aluminum storefront
34. A/C not properly working
35. Water fountain front panel not properly reinstalled clean floor below

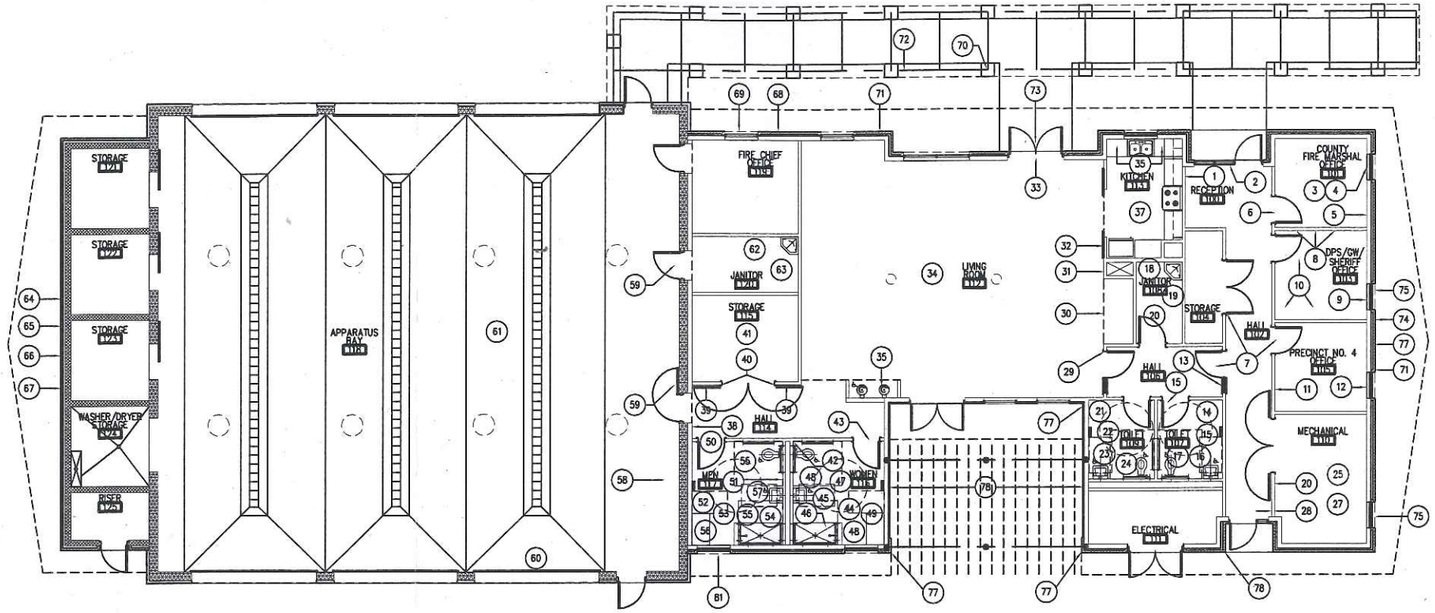
113 Kitchen
36. Install counter top
37. Install ceiling grid angle at all intersections to cabinets

114 Hall
38. Refinish tape float texture paint
39. Install door stops – General Note

115 Storage (I T)
40. Install missing screws at piano hinges – General Notes
41. Replace cracked ceiling tile

116 Women
42. Refinish crack at top of wall
43. Resilient floor to ceramic mosaic floor transition not level. Correct to level and seal gap with manufacturer's approved ceramic tile expansion joint sealant.
44. Correct ceramic mosaic tile floor to ceramic tile wall not properly grouted or cleaned.
45. Replace ceramic wall tiles used as Ceramic tile coved bases
46. Clean ceramic tile walls and remove stained grout from ceramic mosaic tile floor
47. Add TA-12 shower curtains rod and hooks spec section 10800- page 4
48. Correct ceramic tile floor at drains
49. Install dressing benches

117 Men
50. Resilient floor to ceramic mosaic floor transition not level. Correct to level and seal gap with manufacturer's approved ceramic tile expansion joint sealant.
51. Ceramic mosaic tile floor to ceramic tile wall not properly grouted or cleaned.
52. Replace ceramic wall tiles used as Ceramic tile coved bases
53. Clean ceramic tile walls and remove stained grout from ceramic mosaic tile floor
54. Add TA-12 shower curtains rod and hooks spec section 10800- page 4
55. Correct ceramic tile floor at drains
56. Install dressing benches
57. Paper towel dispenser mounting clips are exposed and should be corrected.



1 FLOOR PLAN
SCALE: 1/8"=1'-0"

118 Apparatus Bay
58. Grout honeycomb concrete at slabs
59. Install door stops
60. One of six overhead doors is work. Correct others.
61. Clean and seal concrete floor

119 Fire Chief Office

120 Janitor
62. Add mop and broom holders TA-8 spec section 10800- page 4
63. Seal terrazzo sink to wall

121 Storage

122 Storage

123 Storage

124 Washer/Dryer Storage

125 Riser

Exterior

West Elevation
64. Refer to previously issued Field Reports for pending items not corrected
65. Remove red paint for cement board siding
66. At top of walls seal all gaps between brick and soffit
67. At brick to cement board siding sill, seal all gaps

North Elevation
68. At top of walls seal all gaps between brick and soffit – General Note
69. At all brick ledge conditions under window siding wall remove all exposed copper fabric flashing and clean concrete.– General Note
70. Paint on galvanized steel is peeling off. Very galvanized primer was used, if not remove all paint to install paint properly –General Note
71. Replace all square downspouts to be round. At bottom of downspout extend angle opening to fall within recessed area of splashblock – General Note– Refer to previously issued Field Reports
72. At sidewalk boxes replace rivets is galvanized screws countersunk
73. Install door felt and gaps between doors

East Elevation
74. Replace deteriorated brick at fourth course middle of wall
75. At all brick ledge conditions under window siding wall remove all exposed copper fabric flashing and clean concrete.
76. At brick to cement board siding sill, seal all gaps
77. At top of walls seal all gaps between brick and soffit – General Note

South elevation
78. Install door stop
79. Remove and install dislodged bricks –General Note
80. Seal open area above the steel beam
81. At all brick ledge conditions under window siding wall remove all exposed copper fabric flashing and clean concrete.

Covered parking
82. Seal all concrete chapes
83. Paint on galvanized steel is peeling off. Verify galvanized primer was used, if not remove all paint to install paint properly –General Note
84. At brick to cement board siding sill, seal all gaps

PROJECT #: 201310
DATE: 02/27/14
DRAWN BY:
CHECKED BY: H.R.G.
REVISION:
1:
2:
3:
4:

LINN – SAN MANUEL
EMERGENCY SERVICES FACILITY
PRECINCT NO. 4

PROJECT : LINN-SAN MANUEL, TEXAS
OWNER : HIDALGO COUNTY

HECTOR R. GARCIA 13962
LICENSE EXPIRES 03/31/2014

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Mata & Garcia
ARCHITECTS L.L.P
architecture | project management | interior design
Fernando Mata A.I.A., Partner
Hector Rene Garcia R.A., Partner
1314 West Ivy Avenue McAllen, Texas 78501
Tel : (956) 631-1515 Fax : (956) 631-1588

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SHEET: 4.1

8476
Receipt No.

HIDALGO COUNTY FIRE MARSHAL'S OFFICE

FIRE INSPECTION REPORT

(956) 318-2656 1124 North "M" Road, Edinburg, Texas 78542

DATE: 7/23/15 ADDRESS: 2161 Hwy 186 Edinburg, TX

OCCUPANT: Linn FD / Icon Construction TYPE OF OCCUPANCY: Fire Dept

TYPE OF INSPECTION: ☐ ANNUAL ☑ OCCUPANCY INSP. ☐ RE-INSPECTION ☐ _____

THE FOLLOWING HAZARDS WERE FOUND:

1. Accumulation of empty boxes, trash, rubbish paper, etc. IN _____ OUT _____ side of building.
2. No approved trash cans.
3. Absolutely no combustible storage under wooden stairs.
4. Merchandise crowded: obstructing aisles.
5. Maintain egress to exits.
6. Exit doors locked.
7. Exits shall be unlocked during business hours.
8. Vents unsafely arranged on water heater and/or dryers.
9. Accumulation of lint behind dryers.
10. Dust covered motors.
11. Chemically treated dust mops/oily rags shall be stored in metal containers with a lid.
12. Do not use gasoline as a cleaning agent.
13. Address not posted.
14. Defective wiring.
15. Lighting devices improperly installed.
16. Lighting devices too close to stock.
17. Junction boxes, light switches, and electrical outlets shall have safety covers.
18. Fuses bridged.
19. Repair exit and/or emergency lights.
20. Install exit and/or emergency lights.
21. All permanent wiring and equipment shall be wired to conduit.
22. All wiring shall be done by a licensed electrician.
23. Clean out accumulation of grease on cooking stove, filter, ducts, and hood.
24. Hood over stove and deep fat fryers must meet N.F.P.A. Number 96.
25. Install automatic fire extinguishing system in accordance with N.F.P.A. Number 96.
26. Have fire extinguishers recharged.
27. Have fire extinguishers checked by a licensed inspector on an annual basis.
28. Fire extinguisher blocked.
29. No fire extinguisher in building. Require some be installed.
30. Anchor pressurized cylinders.
31. Have sprinkler system checked by a licensed inspector on an annual basis.
32. Sprinkler riser area shall be kept clean at all times.
33. Maintain 18" clearance from sprinkler heads.
34. Do not block Fire Department connections.
35. Caps missing from Fire Department connections.
36. Water gong not working; needs to be repaired.
37. Repair or replace hose and/or nozzle at dispensing pumps.
38. Remove latching devices on dispensing nozzles at self-service retail stations.
39. The use of L.P.G. is not permissible, when natural gas is available.
40. Maintain good housekeeping throughout the building.
41. Smoke alarms are required in any overnight accommodation H.B. 2046.
42. Smoke detectors not working.
43. Re-inspection date, _____

REMARKS: Everything in order at time of inspection

Such conditions are violations of either County and/or State Fire Prevention regulation. Please correct hazard and help prevent fires. **PROTECT LIFE AND PROPERTY.**
(If not corrected within 10 days, Legal Action will be taken.)

Fire Marshal

Copy delivered to Dominic Desisa
Print

Signature

AI-60217 **Purchasing Department** **21. E. 3.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of "Certificate of Substantial Completion" submitted and certified by project architect, Mata Garcia Architects, LLP, reflecting the date of November 30, 2016 by Couric Enterprises, LLC d/b/a Foremost Construction awarded contractor for the Hidalgo County Precinct No. 4 "Construction of a Community Resource Center (CRC) in San Carlos" under (AIA Construction Agreement # C-13-072A-11-19).

BACKGROUND

Substantial Completion by Mata-Garca Architects (Foremost Construction) - CRC in San Carlos
Precinct 4 request

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact associated with this specific agenda item.

Attachments

Substantial Completion-Mata-Garcia Arch (Foremost Const)-CRC San Carlos-Pct 4
email request frm Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/08/2017 01:36 PM
Budget & Management	Veronica Ortiz	06/08/2017 01:37 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Letty Saenz		Started On: 06/08/2017 11:47 AM
Final Approval Date: 06/09/2017		

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
Hidalgo County Pct.4 CRC
107 Sunflower Rd
San Carlos, Texas

PROJECT NUMBER: 2013105/
CONTRACT FOR: General Construction
CONTRACT DATE: November 19, 2013

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address)
Hidalgo County
2802 S. Bus. Hwy 281
Edinburg, Tx 78539

TO CONTRACTOR:
(Name and address)
Couric Enterprises LLC dba Foremost Construction
26986 Bass Blvd
Harlingen, Tx 78552

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
1 year

Date of Commencement
November 30 2016

Mata-Garcia Architects LLP		11.30.2016
ARCHITECT	**BY**	**DATE OF ISSUANCE**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

Couric Enterprises LLC dba Foremost Construction		11.30.16
CONTRACTOR	**BY**	**DATE**

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 8:00 A.M (time) on (date).

Hidalgo County		
OWNER	**BY**	**DATE**

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User Notes:
(3B9ADA1D)

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

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User Notes:
(3B9ADA1D)

7483
Receipt No.

HIDALGO COUNTY FIRE MARSHAL'S OFFICE

FIRE INSPECTION REPORT

(956) 318-2656 • 1903 North Knights Drive, Pharr, TX 78577

DATE: 02·10·17 ADDRESS: 107 N. Sunflower Edinburg TX 7854

OCCUPANT: Hidalgo Co. CRC/Foremost construction TYPE OF OCCUPANCY: BUS

TYPE OF INSPECTION: ❑ ANNUAL ❑ OCCUPANCY INSP. ❑ RE-INSPECTION ❑ _____

THE FOLLOWING HAZARDS WERE FOUND:

1. Accumulation of empty boxes, trash, rubbish paper, etc. IN _____ OUT _____ side of building.
2. No approved trash cans.
3. Absolutely no combustible storage under wooden stairs.
4. Merchandise crowded: obstructing aisles.
5. Maintain egress to exits.
6. Exit doors locked.
7. Exits shall be unlocked during business hours.
8. Vents unsafely arranged on water heater and/or dryers.
9. Accumulation of lint behind dryers.
10. Dust covered motors.
11. Chemically treated dust mops/oily rags shall be stored in metal containers with a lid.
12. Do not use gasoline as a cleaning agent.
13. Address not posted.
14. Defective wiring.
15. Lighting devices improperly installed.
16. Lighting devices too close to stock.
17. Junction boxes, light switches, and electrical outlets shall have safety covers.
18. Fuses bridged.
19. Repair exit and/or emergency lights.
20. Install exit and/or emergency lights.
21. All permanent wiring and equipment shall be wired to conduit.
22. All wiring shall be done by a licensed electrician.
23. Clean out accumulation of grease on cooking stove, filter, ducts, and hood.
24. Hood over stove and deep fat fryers must meet N.F.P.A. Number 96.
25. Install automatic fire extinguishing system in accordance with N.F.P.A. Number 96.
26. Have fire extinguishers recharged.
27. Have fire extinguishers checked by a licensed inspector on an annual basis.
28. Fire extinguisher blocked.
29. No fire extinguisher in building. Require some be installed.
30. Anchor pressurized cylinders.
31. Have sprinkler system checked by a licensed inspector on an annual basis.
32. Sprinkler riser area shall be kept clean at all times.
33. Maintain 18" clearance from sprinkler heads.
34. Do not block Fire Department connections.
35. Caps missing from Fire Department connections.
36. Water gong not working; needs to be repaired.
37. Repair or replace hose and/or nozzle at dispensing pumps.
38. Remove latching devices on dispensing nozzles at self-service retail stations.
39. The use of L.P.G. is not permissible, when natural gas is available.
40. Maintain good housekeeping throughout the building.
41. Smoke alarms are required in any overnight accommodation H.B. 2046.
42. Smoke detectors not working.
43. Re-inspection date, _____

REMARKS: All In order At time of Inspection

Fire Alarm System: completed

Fire Sprinkler System: completed

Hood System: completed

Clear to operate

Such conditions are violations of either County and/or State Fire Prevention regulation. Please correct hazard and help prevent fires. **PROTECT LIFE AND PROPERTY.**
(If not corrected within 10 days, Legal Action will be taken.)

S
Fire Marshal

Copy delivered to Eric Solis
Print

Signature

Scanned by CamScanner

Zimbra **leticia.saenz@co.hidalgo.tx.us**

CRC

From : Nick Perez <nick.perez@co.hidalgo.tx.us> Thu, Jun 08, 2017 11:36 AM

Subject : CRC 2 attachments

To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Please place on the next available agenda.

Respectfully,

Nick Perez

Hidalgo County Pct.#4
1051 N. Doolittle Rd.
Edinburg, TX 78539

Office: (956)383-3112 Ext. 4008
Fax: (956)381-5905
E-Mail: Nick.Perez@co.hidalgo.tx.us

CO CRC.pdf
864 KB

Substantial Completion Form.pdf
499 KB

AI-60159 **Purchasing Department** **21. F. 1.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Discussion, consideration, and approval of Amendment No. 1 to the Interlocal Cooperation Contract between Hidalgo County and University of Texas Health Science Center at Houston to extend the term of agreement to end on October 31, 2017.

BACKGROUND

Original Interlocal Cooperation Contract approved through AI# 56540.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:**

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

BUDGETARY IMPACT:

NO BUDGET IMPACT.

Attachments

Amendment No. 1

Legal Review

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/08/2017 10:44 AM
Budget & Management	Veronica Ortiz	06/08/2017 10:53 AM
Final Approval	Monica Salinas	06/09/2017 05:19 PM

Form Started By: Rocio Villarreal Started On: 06/06/2017 04:40 PM

Final Approval Date: 06/09/2017

STATE OF TEXAS §
COUNTY OF HIDALGO §

FIRST AMENDMENT TO INTERLOCAL COOPERATION CONTRACT BETWEEN HIDALGO COUNTY AND THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

This AMENDMENT to the Interlocal Cooperation Contract, made on this the _____day of _____,2017, between University of Texas Health Science Center at Houston hereinafter referred to ("UT Health") and the County of Hidalgo, Texas ("County"), referred to collectively, as the ("Parties"), pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., ("Act) as follows:

WHEREAS, UT Health and County executed the Interlocal Cooperation Contract, between on October 11, 2016, in which the County agreed to serve as the Anchor entity for the Regional Healthcare Partnership, Region 5 the ("Contract"); and

WHEREAS, due to the continuation of the program the Parties desire to extend the term of the Contract under Paragraph *VII. Term of the Contract*; and

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and UT Health hereby agree to the following amendment to the Contract:

1. The term of this Contract shall be extended and shall terminate on October 31, 2017.

2. Except as modified herein, all terms and conditions of the Contract, as amended by this First Amendment, remain in full force and effect and UT Health and County ratify and confirm the terms and provisions of the Contract, as amended herein.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

THE UNIVERSITY OF HEALTH SCIENCE CENTER AT HOUSTON

_____
Joseph McCormick, MD, MS

HIDALGO COUNTY, OWNER

_____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

UT Health ILC

From : Victor Garza <victor.garza@da.co.hidalgo.tx.us> Wed, Jun 07, 2017 04:17 PM
Subject : UT Health ILC 1 attachment
To : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Ms. Villarreal,

attached please find revised Interlocal contract between the County of Hidalgo and the UT Health Science Center - Houston. Subject to the recommended revisions, our office approves as to the form of the contract.

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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FirstAmend.County.UTHealth.Contract.docx
49 KB

AI-60235 **Purchasing Department** **21. G. 1.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Darlene Betancourt, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approve an "Order" establishing the "Public Purpose" for the purchase of miscellaneous items [i.e. printed materials, supplies, promotional items and related articles] for the Hidalgo County Elections Dept. Outreach Campaign to promote, educate and inform the voters and residents of of the county at events and locations including, but not limited to, the following:

A. Open House - Several possible commencing on June 28, 2017;
B. University of Texas - Rio Grande Valley [UT-RGV] - Outreach;
C. South Texas College - Outreach;
D. City Council Meetings;
E. School Board Meetings;
F. Future and Varied Community Events.

BACKGROUND

All acquisitions of items described in agenda item will be procured through the established Requisition/Purchase Order System.
Elections Dept. has also developed a "job description" for an Elections Analyst to assist and conduct this Outreach Campaign as per election staff.

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Elections department must have funding in order to Requisition and receive Purchase Orders for items to be ordered.

Attachments

HART

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/08/2017 05:14 PM
Budget & Management	Veronica Ortiz	06/09/2017 08:19 AM
Ivan Cantu	Ivan Cantu	06/09/2017 09:48 AM
Final Approval	Monica Salinas	06/09/2017 05:19 PM

Form Started By: Marty Salazar Started On: 06/08/2017 04:20 PM

Final Approval Date: 06/09/2017

Hidalgo County Elections Department HART Intercivic Verity and Countywide Polling Locations Outreach Plan

PURPOSE

The purpose of this media outreach campaign is to promote, educate and transition the public to the new HART InterCivic Verity voting system and Countywide Polling Locations.

AUDIENCE

- General public

NOTATION

Once approved by Commissioners Court the Hidalgo County Elections Department will commence the transition process to the HART Intercivic Verity Voting System. The Elections Department will be fully transitioned by the November 2017 Constitutional Election.

- **The Hart Intercivic Verity Voting System agreement was approved by Commissioners Court on February 7, 2017.**
- **The Court voted unanimously.**

INTERNAL COMMUNICATIONS

HART Intercivic will be responsible for training Hidalgo County Employees. The Hidalgo County Elections Department will be responsible for training the Election Judges and Clerks. The Elections Department will be responsible for the continuous outreach that needs to be conducted to the general public within, local cities and schools and within Hidalgo County lines.

- **Acceptance Testing was completed March 17th**
- **IT Train the Trainer was conducted on March 24th**
- **Elections Dept. employee training was conducted on May 17th and May 18th**
- **Advisory Committee will be training on June 22nd**
- **Election Judges and Clerks training will be conducted during the 17th through the 22nd of July**

OUTREACH PLAN (Through Oct. of 2017)

- Create a press release announcing the approval of agreement. **Feb. 7, 2017**
- Share press release with media outlets and contacts via email lists: Sent out **Feb. 7, 2017**
  - Elections Media List (120 radio, television, newspaper staff)
- Create flyer and Logo on new machines: **In production**
- Create postcard: **In production**
- Conduct mass mail out of postcard
- Create webpage and post flyer with link leading to HART webpage. **www.co.hidalgo.tx.us\elections**
- Share the press release via the following social media sites: **All done on Feb. 7, 2017**
  - Elections Facebook (426 Likes)
  - Elections Twitter (420 Followers)
  - Hidalgo County Facebook (5,191 Likes)
  - Hidalgo County Twitter (7,374 Followers)
  - County Latest News (495 Subscribers)

Hidalgo County Elections Department HART Intercivic Verity and Countywide Polling Locations Outreach Plan

- **Interviews:** schedule appearances and interviews for Elections Administrator Yvonne Ramón
  - Television – **to be scheduled the week of July 10th and 17th**
    - Channel 5 "Inside the Valley" (Sunday's)
    - Channel 4 "Morning Show" (weekdays)
    - Univision
    - Telemundo 40 "Acceso Total" (weekdays)
    - City/School PEG shows/Interviews
      - Edinburg ECN 12
      - Edinburg CISD KATS TV
      - McAllen ISD MiTV
      - McAllen MCN 12
      - Pharr PharrTV
      - PSJA ISD KTRI 17
      - Weslaco City/School KWES
      - La Joya ISD
  - Radio - **to be scheduled the week of July 10th and 17th**
    - Clear Channel Rounds – Wild 104.1/KTEX 100.3/The X 105.5
    - Clear Channel – Borderline (20 minute taped)
    - Entravision – 107.9/Q-Rock/Que Pasa
    - RCommunications – KURV Morning Show/Drive Home – **June 26th to promote Open House**
    - Univision Radio –
    - KGBT -
- Write an Op Ed for the Rio Grande Valley Newspaper, The Monitor
- Conduct an Open House and invite the public to view the voting machines.
  - **Press Release – to be sent out June 21st and again on 27th**
  - **Invite – to include Kick Off and Press Conference**
    - **Media**
    - **Election Officials**
    - **Advisory Committee**
    - **Department Heads**
    - **Local State Representatives**
    - **Senators**
    - **Poll workers**
    - **City Elected Officials**
    - **School Board Members**
    - **Democratic and Republican Chairs**
    - **Precinct Chairs**
    - **To be placed on all news media calendar of events**
    - **Place Item on Agenda to invite everyone to event**
  - **Media Packets**
    - **HART voting machines PROS**
    - **And Info pamphlet from HART**
    - **Video HART Sent us playing in background**
    - **Podium**
    - **Backdrop**
    - **Pub. Affairs will record event**
  - **Open House – to be held right after Press Conference**
  - **Have voting machines displayed**
  - **Have entire staff on hand to assist and answer questions**
  - **Water, Coffee, Juice and sweets will be served**
  - **Giveaways**
    - **Lanyards**
    - **Elections bags**

  - Pens
  - I voted sticker
  - HART pamphlet
- **Presentations:** Schedule Elections Administrator Yvonne Ramón to attend city and school meetings to talk about new voting machines.
  - **Cities**
    - **City of McAllen**
    - **City of Edinburg**
    - **City of Progreso**
    - **City of Peñitas**
    - **City of La Joya**
    - **City of Mercedes**
    - **City of Sullivan**
    - **City of Alton**
    - **City of Edinburg**
    - **City of San Juan**
    - **City of Sullivan**
    - **City of Pharr**
    - **City of Alamo**
    - **City of Donna**
    - **City of Weslaco**
    - **City of Elsa**
    - **City of Edcouch**
    - **City of Mission**
    - **City of Palmview**
    - **City of Palmhurst**
    - **City of Granjeno**
    - **City of Hidalgo**
  - **Schools**
    - **Region One**
      - **June 26th Employee Wellness Benefit Fair**
    - **McAllen ISD**
      - **May 22nd McAllen Nikki Rowe High School Student Council Election**
    - **Edinburg CISD**
    - **La Joya ISD**
    - **Progreso ISD**
    - **Mission ISD**
    - **Sharyland ISD**
      - **April 13th Sharyland Pioneer High School Student Council Election**
    - **Monte Alto ISD**
    - **PSJA ISD**
      - **May 12th PSJA Thomas Jefferson High School Student Council Election**
      - **May 15th PSJA North High School Student Council Election**
    - **South Texas ISD**
    - **Weslaco ISD**
    - **Mercedes ISD**
    - **Donna ISD**
    - **Edcouch Elsa ISD**
    - **Lyford ISD**
    - **Hidalgo ISD**
    - **Valley View ISD**
  - **Hidalgo County Democratic Party**
  - **Hidalgo County Republican Party**
  - **LUPE** – La Union Del Pueblo Entero

- **ARISE –** A resource for serving equality
- **County of Hidalgo Libraries**
  - **McAllen**
  - **Mission**
  - **Edinburg**
  - **Pharr**
  - **Weslaco**
  - **Mercedes**

- **Events:** Schedule the Elections Department to participate in the following events
  - **Dare to Prepare – Held the week of June 19th at all Hidalgo County's Community Resource Centers (pending approval from Public Affairs)**
    - Progreso CRC
    - Monte Alto CRC
    - Alamo CRC
    - San Carlos CRC
    - Alton CRC
    - San Juan CRC
  - **PalmFest** – Held in October
  - **Logic and Accuracy Testing Media Event -** before November Constitutional – October
  - **Schedule Demonstrations at Hidalgo County Annex**
- **Purchase giveaways for all events: Working on an Item to be placed on the Agenda requesting approval to purchase giveaways**
  - **Lanyards**
  - **Koozies**
  - **Key Chains**
  - **Coffee Mugs**
  - **Candy – Mints with our name on package**
  - **Wrist Bands**

CAPTION:
Pursuant to Texas constitution, Article 3 Sect. 52, requesting acceptance and approval of "Public Purpose" for the purchase of miscellaneous items (i.e. printed materials, supplies and other related items) for elections outreach campaign to promote, educate and inform the voters and residents of Hidalgo County. The outreach will include,but not be limited to, the following upcoming events:

A. Open House – June 8, 2017
B. University of Texas Pan American – Outreach
C. South Texas College – Outreach
D. City Council meetings
E. School Board meetings
F. Future Community Events

AI-59859 **Purchasing Department** **21. H. 1.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of the sole responsible vendor submitting the lowest and best bid for the purpose of award and approval of contract [and meeting specifications and/or requirements] for Hidalgo County Sheriff's Office Request for Bid No. 2017-060-05-10-YSS titled: "Generator Maintenance, Service, & Repairs at Sheriff's Office Facilities" subject to compliance with HB23 and/or HB1295 when and/or if applicable with contract effective dates: August 12, 2017 to August 11, 2019.

BACKGROUND

13 packets distributed
Sole bid received for review and consideration.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-423-21-280-002-0-430

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

BUDGETARY IMPACT:

Funds available as of 6-9-17.

Attachments

back up 59859
part log
accept sheet

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	06/07/2017 05:22 PM
Budget & Management	Veronica Ortiz	06/08/2017 08:10 AM
Ivan Cantu	Ivan Cantu	06/09/2017 10:25 AM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Yvette Salinas		Started On: 05/12/2017 02:08 PM
Final Approval Date: 06/09/2017		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-060-06-13

THIS CONTRACT is made and entered into this **13th** day of **June, 2017** by and between the **County of Hidalgo, Texas** ("County") acting by and through the Hidalgo County Sheriff's Office, a political subdivision of the State of Texas, and **Holt Texas, Ltd.** ("Company").

WHEREAS, Company responded to notices for Request for Bids (RFB) for **"Generator Maintenance Service & Repairs at Hidalgo County Sheriff's Office Facilities"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby 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 specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo**

County following a request for Services by the **Hidalgo County Sheriff's Office.** Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on **August 12, 2017** and expiring on **August 11, 2019** with the county's option to extend for an additional one (1) year term under the same rates terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected

with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. **COMPANY SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING ATTORNEY'S FEES FOR THE DEFENSE OF ANY ACTION AGAINST COUNTY ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH THE PROVISION OF THE SERVICE BY COMPANY UNDER THIS CONTRACT. SAID INDEMNITY SHALL COVER ANY ACT OR FAILURE TO ACT BY THE COMPANY, ITS AGENTS OR EMPLOYEES.**

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
100 East Cano, 2nd Floor (Admin. Bldg.)
Edinburg, Texas 78539

If to Company: **HOLT TEXAS, LTD.**
Attn: Charles C. Strickland
5665 Southeast Loop 410
San Antonio, TX 78222

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County.

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.

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.

WITNESS our hands in duplicate originals this ____day of _____, 2017.

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY: Holt Texas, Ltd.

By:_____

Printed Name: _____

Title:_____

APPROVED AS TO FORM
Office of Hidalgo County Criminal District Attorney,
Ricardo Rodriguez, Jr.

By:_____
Josephine Ramirez-Solis, Assistant District Attorney

Approved by Commissioner's Court: _____, 2017.

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

May 09, 2017

RE:
ADDENDUM NO.1
FOR BID No.: 2017-060-05-10-YSS
"GENERATOR MAINTENANCE, SERVICE & REPAIRS AT HIDALGO COUNTY SHERIFF'S OFFICE FACILITIES"
Hidalgo County Sheriff's Office

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1,** in connection with **HIDALGO COUNTY-SHERIFF' OFFICE** request for bids for **"Generator Maintenance, Service & Repairs at Hidalgo County Sheriff's Office Facilities".**

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice via email to yvette.salinas@co.hidalgo.tx.us and/or marking receipt in your bid form.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at 956-318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for Hidalgo County Sheriff's Office Facilities - **"Generator Maintenance Service & Repairs at Hidalgo County Sheriff's Office".**

Thank you for your prompt attention to this matter.

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

Enclosures

MLS/yss

ADDENDUM NO. 1

May 09, 2017

"Generator Maintenance, Service & Repairs at Hidalgo County Sheriff's Office"
BID NO.: 2017-060-05-10-YSS

PLEASE NOTE CHANGES AS FOLLOWS IN AS NOTED IN THE FOLLOWING:

No. 1: In Exhibit "A", Page 1 of 8, Specifications Table in 2nd paragraph: REMOVE information listed as generator #4 and replace with the following information:

#	Manufacture	KW	Serial #	BUILDING	LOCATION
4	Caterpillar (C7.1)	150	E550263	Motor Pool	713 El Cibolo Rd. FM 162

No. 2: Use *REVISED BID PAGE* to submit bid.

No. 3: **BID OPENING DATE HAS CHANGED** BIDS WILL BE RECEIVED AND OPENED AT 9:30 AM ON WEDNESDAY, MAY 17, 2017.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, May 09, 2017 for RFB-HIDALGO COUNTY SHERIFF'S OFFICE "GENERATOR MAINTENANCE, SERVICE & REPAIRS AT HIDALGO COUNTY SHERIFF'S OFFICE".

_____ _____
Printed Bidder Name Date

_____
Company Name

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

REVISED BID PAGE
HIDALGO COUNTY SHERIFF'S OFFICE
"GENERATOR MAINTENANCE SERVICE & REPAIRS AT
HIDALGO COUNTY SHERIFF'S OFFICE FACILITIES"
RFB NO.: 2017-060-05-10-YSS

Description Of Generators	AMOUNTS						
	PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL ANNUAL PRICE	EMERGENCY CALLS
1. Cat 3512 B Gen set 1500 KW 480 volt 3 PH							
2. Cat 3512 B Gen set 1500 KW 480 volt 3 PH							
3. Cat 3412 C							
4. Cat C7.1							
5. Kohler 250 (Detroit Diesel) 12.7L/model # 250REOZ DB							
6. Generac SD 100 (Mitsubishi 4D34-T 3.9 L / model # 7515510100)							
7. Cummings Model:DFEH-1204198							
TOTAL BID (for all above items							

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all seven (7) generators.

D. Technician Fee:

1. Normal Hours $ _____ (specify hours) _____ to _____
2. After Hours $ _____ (specify hours) _____ to _____
3. Mark up rate for parts_____%

E. Other_____

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

May 24, 2017

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"General Maintenance, Service & Repairs at Hidalgo County Sheriff's Office Facilities"**
Bid No: 2017-060-05-10-YSS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration, **as packets have been modified.**

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yss
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
"Generator Maintenance, Service & Repairs at Hidalgo County Sheriff's Office Facilities"
RFB NO: 2017-060-05-10-YSS

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Bid Letter	1
2.	Request for Bid, **Legal Notice**	8
3.	Exhibit A, Specifications	8
4.	Exhibit B, Bid Page	2
5.	Exhibit C, Insurance Requirements	4
6.	Exhibit D, (CIQ) Conflict of Interest Questionnaire	2
7.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
8.	Exhibit F, Certification Regarding Debarment	1
9.	Exhibit G, Title VI Appendices "A" through "E"	6
10.	Draft Contract	9
11.	RFB Submittal Checklist	1

The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

04/24/17
Date

Revised 09/13/16

REQUEST FOR BIDS

HIDALGO COUNTY
(All funding sources, programs and entities)

"GENERATOR MANINTENANCE, SERVICE & REPAIRS AT HIDALGO COUNTY SHERRFF'S OFFICE FACILITIES"

BID OPENING DATE:
May 10, 2017

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY-"GENERATOR MAINTENANCE, SERVICE & REPAIRS AT HIDALGO COUNTY SHERIFF'F OFFICE FACILITIES"** 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.: 2017-060-05-10-YSS "HIDALGO COUNTY-GENERATOR MAINTENANCE SERVICE & REPAIRS AT HIDALGO COUNTY SHERIFF'S OFFICE FACILITIES"** 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, MAY 10, 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 "HIDALGO COUNTY"-RFB NO.: 2017-060-05-10-YSS "GENERATOR MAINTENANCE, SERVICE & REPAIRS AT HIDALGO COUNTY SHERIFF'S OFFICE FACILITIES".** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your bid:

   1. Legal Notice (See page 8);
   2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit "B"**);
   3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
   4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
   5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
   6. Certification Regarding Debarment (See **Exhibit "F"**); and
   7. SAMS.gov Registration Acknowledgement (See Number 18 below).

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all Bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - "HIDALGO COUNTY-RFB NO.: 2017-060-05-10-YSS GENERATOR MAINTENANCE, SERVICE & REPAIRS AT HIDALGO COUNTY SHERIFF'S OFFICE FACILITIES"
  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.	MAY 10, 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. (2016-000), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: 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 FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

24. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

26. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's

civil service system.

27. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

28. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

29. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

30. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

32. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

LEGAL NOTICE

Bid
for
HIDALGO COUNTY
(Dept. Name)
"GENERATOR MAINTENANCE, SERVICE & REPAIRS AT HIDALGO COUNTY SHERIFF'S OFFICE FACILITIES"
BID NO.: 2017-060-05-10-YSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
Hidalgo County Sheriff's Office
"GENERATOR MAINTENANCE SERVICE & REPAIRS AT
HIDALGO COUNTY SHERIFF'S OFFICE FACILITIES"
RFB NO. 2017-060-05-10-YSS

SPECIFICATION

Hidalgo County Sheriff's Office is seeking to contract with a qualified vendor to conduct all of Services/ Maintenance and Repair of Generators on a Quarterly, Annually and/or Triennial (every third year) as required with a schedule to be provided (upon request) by the Hidalgo County Sheriff's Office, after award of bid/contract to awarded bidder. These services will be provided in accordance with these specifications and the manufacturer recommendations. Bid should include all labor and materials to properly service and maintain as necessary, such as PM1, PM2, PM3, Load Bank Testing, Automatic Transfer, Megohmeter and Fuel Annual etc.

The Generators to be maintained consists of (but not limited to) the following:

#	Manu factor	KW	Serial #	BUILDING	LOCATION
1	Caterpillar 3512 B	1500	1GZ00708	Adult Det. Cent.	701 El Cibolo Rd. F.M. 162
2	Caterpillar 3512 B	1500	1GZ00709	Adult Det. Cen.	701 El Cibolo Rd. F.M. 162
3	Caterpillar 3412 C	500	3FZ02548	Law Enforcement	711 El Cibolo Rd. F.M. 162
4	Caterpillar D 334	150	92B03273	Motor Pool	713 El Cibolo Rd. F.M. 162
5	Kohler 250 (Detroit Diesel) 12.7L/model # 250REOZ DB	250	2095562	Academy	715 El Cibolo Rd. F.M. 162
6	Generac SD 100 (Mitsubishi 4D34-T 3.9 L / model # 7515510100)	100	2091520	Courthouse Sally Port	100 N. Closner, Edinburg, TX
7	Cummings Model:DFEH-1204198	400	F120353463	East Sub Station	3003 E Mile 11 North, Weslaco, TX

REQUIREMENTS

1. Vendor(s) interested in participating in this bid process, must be authorized to link onto the ISO switchboard (hardware), with a twin CAT system build 959 version 2.9 made by Beck Hoff (software).

2. Participants must be authorized factory trained and certified to work on all Caterpillar equipment and its switch gear (I S O Links, Zenith and ASCO series 300); along with Kohler (Detroit Diesel), Generac SD 100 (Mitsubishi) equipment and its switch gear.

3. Participants must also use only genuine Caterpillar parts, Detroit Diesel and Mitsubishi parts (filters oil, air, diesel, and misc. parts, **equal or better)** and able to provide service/ maintenance and repair to generators in accordance with the National Electric Code (N E C), the life Safety Code, and the National Fire Protection Association and the Joint Commission.

4. Technicians must be available (24) twenty–four hours (7) seven days a week.

5. Due to the security sensitive location to be served all awarded vendor personnel while at job site(s) (i.e. Adult Detention Center, Law Enforcement Building, Motor Pool, Academy, Courthouse Sally Port, etc.) must wear a uniform to include safety gear and equipment identifying the company awarded this contract.

6. All efforts should be taken to perform work on clear days. Unless otherwise requested by user department.

7. Please provide with your bid a technician fee on an "As needed basis" per hour (normal hours and after hours) plus the percentage mark up rate for parts for the repairs of the mentioned generator (s). Additionally, awarded vendor at the time of submission of invoices to the Hidalgo County Sheriff's Office, awarded vendor must provide invoices for parts purchased to repair generators, for auditing purposes and verify the mark up rate.

8. Vendor should have an office/location within a 40 mile radius from the Hidalgo County Sheriff's Office located at 701 El Cibolo Rd, F.M. 162

TERMS & CONDITIONS

1. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto **HIDALGO COUNTY**.

2. The term of the contract will be for two (2) years with the county's option to extend for additional one (1) year terms under the same rates, terms and conditions. No bid price increase, otherwise same price for any extension to remain firm.

3. 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.

4. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

9. Hidalgo County reserves the right to award the bid to the low bidder meeting all requirements and specifications.

10. Hidalgo County reserves the right to award on an "all or none basis".

11. Vendor shall provide services at no additional cost other than that stated on Exhibit "B" for normal maintenance and repairs.

12. Hidalgo County reserves the right to reject any or all bids submitted, if it is in the best interest to do so.

9. The awarded vendor will maintain all insurance requirements and its limits through out the agreement term, as described and listed in Exhibit "C" Insurance requirements.

10. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. After bid is awarded and low bidder s default s in meeting the general instructions to bidders 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.

MAINTENANCE AND SERVICES

PM LEVEL 1 Services are recommended Quarterly
PM LEVEL 2 Services are Recommended Annually

PM LEVEL 3 Services are Recommended every Three (3) years
TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually
LOAD BANK TESTING Recommended Annually

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all seven (7) generators.

DETAILED DESCRIPTION OF SCHEDULED MAINTENANCE SERVICE LEVELS

Scheduled Maintenance
PM LEVEL 1 – Services are recommended Quarterly

GENERAL

- Visual Inspection – Visual inspection of overall condition of unit to identify foreign objects, loose or broken fittings, guards, and components.
- Wipe off unit – Clean oil, coolant, fuel and acid deposits. Police generator area.

COOLING SYSTEM

- Radiator/Heat Exchanger – Visual inspection for leaks, damage, and debris. Check louver operation.
- Coolant – Visual inspection for correct level and condition of coolant (rust, oil, and contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surface.
- Hoses and Connections – Visual inspection of all hoses for deterioration. Check tightness of connections.
- Fan Drive Pulley and Fan – Check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
- Fan Belts – Inspect for wear or deterioration. Check tension and adjust as necessary.
- Jacket Water Heater – Inspect for proper operation. Check thermostat settings for proper coolant temperature.
- Water Pump – Visual and operational inspection for leaks or unusual noises.

FUEL SYSTEM

- Fuel Tank – Visually inspect fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants.
- Water Trap/Separator – Drain water from fuel tank or water separator when possible.
- Fuel Lines and Connections – Inspect for leaks and tightness of connections. Check line brackets.
- Governor and Controls – Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- Fuel Filters (Primary/Secondary) – Inspect for damage, leaks and proper operation.
- Fuel Pressure – Operational check of gauge and correct pressure.

AIR INDICTION and EXHAUST SYSTEM

- Air Filter Service Indicator – Note reading. Inspect for proper operation. Reset Indicator.
- Air Filter – Inspect. Clean as necessary
- Air Inlet System – Inspect piping and air filer housing for damage, loose connections, and evidence of leaks. Clean air filters housing if air filter is cleaned or replaced. Check housing seals and gaskets.
- Turbocharger – Inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
- Exhaust Manifold – Inspect for damage, loose or missing hardware, evidence of exhaust leakage and wet-stacking. Load bank recommendation, inspect for oil slobbering.

- Exhaust System – Inspect silencer and piping for damage, corrosion, or leakage. Check rain cap. Check supports for vibration damage and loose connections.

LUBE OIL SYSTEM

- Oil Level – Inspect for correct oil level and contamination.
- Visual inspect unit for leaks.
- Oil Pressure – Operational check of gauge for correct pressure. Operational and visual inspection of prelube pump.
- Crankcase Breather – Inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blowby.
- Scheduled Oil Sample – Obtain oil sample for analysis (optional for Level 1).

STARTING SYSTEM

- Batteries – inspect for damage or leakage, clean acid neutralizer. Clean and tighten all battery cable connections.
- Batteries (Specific Gravity) – Check electrolyte level and specific gravity. Fill cells with distilled water as necessary
- Battery Charger – Inspect for proper operation, loose terminals, and deteriorated wiring.
- Starting Motor – Inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check for abnormal engagement and cranking noises.
- Alternator – Inspect for proper operation, loose connections, and mounting hardware. Check belts, pulley and voltage output.

ENGINE MONITORS AND SAFETY CONTROLS

- Safety Controls – Check for: loose connections, and wiring deterioration.
- Remote Annunciator and Alarms – Inspect and test all panel and system alarms.

CONTROL PANEL

- Start Controls – Manual/Auto – Operational check for proper operation. Check automatic start (if allowed).
- Voltmeter – Operational check for correct readings. Check voltage level.
- Ammeter – Operational check for correct readings, if load is available.
- Frequency Meter – Operational check for correct readings. Load and no load readings, if possible.

Scheduled Maintenance
PM LEVEL 2 Services are Recommended Annually
(Includes all services Level 1 -Inspection, as well as the following).

FUEL SYSTEM

- Fuel Filter – Replace. Inspect for proper sealing and operation.

LUBE OIL SYSTEM

- Oil and Filters – Change. Inspect all gaskets and seals.
- S.O.S – Obtain oil sample for analysis.
- Crankcase Breather – Inspect and clean or replace if applicable.

AIR INDUCTION SYSTEM

- Turbocharger – Check for oil leakage or unusual noises.
- Air Filter – Inspect. Clean or replace as necessary.

ENGINE MONITORS AND SAFETY CONTROLS

- Gauge Accuracy – Check oil pressure, water temperature, and alternator gauge for accuracy.
- Safety Controls – Inspect for proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.
- Remote Annunciator and alarms – Inspect and test alarms for proper operation.

GENERATOR

- Generator Rear Bearing – Lubricate if applicable.
- Vibration Isolators – Check for proper adjustment and condition.

CONTROL PANEL

- Circuit Breakers – Inspect for free movement and tight connections, if accessible.

Scheduled Maintenance

PM LEVEL 3 Services are Recommended every Three (3) years

(Includes All Services Previously Listed Under **Level 1 and Level 2.** As Well As the Following)

COOLING SYSTEM

- Coolant – Drain, flush and replace coolant.
- Thermostats – Replace
- Fan Belts – Replace
- Hoses – Replace all cooling system hoses including jacket water heater hoses.

STARTING SYSTEM

- Batteries – Test
- Alternator Belt - Replace.

AIR INDUCTION AND EXHAUST SYSTEM

- Air Filter – Replace
- Adjust Valves and replace cover gaskets (as dictated by manufacturer's Operation and Maintenance Guide).

TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually

INTERIOR WIRING COMPONENTS

- Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration.
- Check and tighten, where necessary, all control circuit wiring terminals.
- Check manual switches for free movement and contact continuity.
- Check all time delay settings and adjust to the customer's specifications.
- Check condition of main and arcing contracts and auxiliary contracts.
- Check all common and ground wires. Measure and record resistance to ground readings.
- Check lug connections and mounting insulator bolts (de-energized switch).
- Megger test generator windings and rotor for proper resistance.
- Check for proper transfer operation and sequencing of time control relays.
- Calibrate all phase and voltage sensitive relays.
- Perform infrared heat scan on all cable connections. Clean and torque as necessary.

ENCLOSURE

- Wipe down.
- Clean interior of enclosure and remove accumulated dust and/or dirt.
- Check door closure, locking bar, and mechanism for proper operation.

MISCELLANEOUS

- Record findings of the inspection. Note corrective action taken.
- Report unsafe conditions.
- Report recommendations for replacement of major components.

LOAD BANK TESTING Recommended Annually (Required annually for most applications)
(SEE NFPA 110 & NFPA 99)

In addition to your Scheduled Maintenance services, we also recommend having a two – (2) hour Load Bank Test performed annually, in conjunction with your regular service. This test will prevent a condition known as "wet stacking", which is the presence of carbon particles, unburned fuel, acids and condensed water in the exhaust system, which accumulates due to incomplete combustion caused by low combustion temperatures. The presence of continual black smoke during operation is an indication what wet stacking is occurring.

The NFPA 110 states the following regarding Load Bank Testing (this also applies to **NFPA 99** for Healthcare Facilities, pertinent information is underlined):

6-4 Operational Inspection and Testing.

6-4.1* Level 1 and Level 2 EPSS's, including all appurtenant components, shall be exercised under load at least monthly.

Exception: If the generator set is being used for standby power or for peak load Shaving, such use shall be recorded and shall be permitted to be substituted for scheduled operations and testing of the generator set, provided the appropriate data are recorded.

6-4.2* Generator sets in Level 1 and Level 2 service shall be exercised at least once monthly, for a minimum of 30 minutes, using one of the following methods.

(a) Under operating temperatures conditions or at not less than 30 percent of the EPS nameplate rating

(b) Loading that maintains the minimum exhaust gas temperatures as recommended by the manufacturer.

The date and time of day for required testing shall be decided by the owner, based on facility operations

6-4.2.2 Diesel-powered EPS installations that do not meet the requirements of 6-4.2 shall be exercised monthly with the available EPSS load and exercised annually with supplemental loads at 25 percent of the nameplate rating for 30 minutes, followed by 50 percent of the nameplate rating for 30 minutes, followed by 75 percent of the nameplate rating for 60 minutes, for a total of 2 continuous hours.

In summary, the engine needs to be exercised at monthly intervals. This must be done at the manufacturer's recommended operating temperature, which can only achieved by running it under recommended load (usually 30 % to 50 % of the generator's designed capacity). If this is not possible due to the inability to transfer adequate building loads to the generator, a Load Bank Test will be required to satisfy the supplemental load requirement.

Load Bank Testing for a minimum of two continuous hours at 80-100 % of the nameplate rating on the customer's generator, which will exceed the requirements of the requirements of the National Fire Protection Association. Unless otherwise specified by the customer.

MEGOHMETER TESTING

Test main stator, main rotor, exciter, and exciter rotor. Record data for reference

FUEL ANALYSIS – Recommended Annually

Property	Test Methods (*)	Low Sulfur No. 1-D	No. 1-D	Low Sulfur No. 2-D	No. 2-D	No. 4-D
Flash Point C, min	D 93	38	38	52	52	55
Water and Sediment, % vol, max	D 2709 D 1796	0.05	0.05	0.05	0.05	0.05
Distillation temperature, C 90 % vole covered Min Max	D86	288	288	282 338		
Kinematic Viscosity, 40 C sCt Min Max	D445	1.3 2.4	1.3 2.4	1.9 4.1	1.9 4.1	5.5 24
Ash, % mass, max	D482	0.01	0.01	0.01	0.01	0.1
Sulfur, % mass,max	D2622	0.05	0.05	0.05	0.05	2
Copper strip corrosion, 3 hr at 50 C, max rating	D130	No. 3	No. 3	No. 3	No. 3	
Cetane number, min	D613	40	40	40	40	30
One of the following: 1.) Cetain index min 2.)Aromaticity, % vol, max	D976 D1319	40 35		40 35		
Ramsbottom carbon residue on 10 % distillation residue, % mass, max	D524	0.15	0.15	0.35	0.35	

Fuel analysis should include, but is not limited to testing for the following in accordance with ASTM D 975 Requirements for Diesel Fuel Oils (from Chevron "Diesel Fuels Technical Review", Copyright 1998, P.34):

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract

shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas 78539 **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL AT yvette.salinas@co.hidalgo.tx.us BY NO LATER THAN, **MAY 01, 2017, BY 5:00 P.M.** RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICATIONS VIA EMAIL BY NO LATER THAN, **WEDNESDAY, MAY 03, 2017 BY 5:00 P.M.**

BID PAGE
HIDALGO COUNTY SHERIFF'S OFFICE
"GENERATOR MAINTENANCE SERVICE & REPAIRS AT
HIDALGO COUNTY SHERIFF'S OFFICE FACILITIES"
RFB NO.: 2017-060-05-10-YSS #

Description Of Generators	AMOUNTS						
	PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL ANNUAL PRICE	EMERGENCY CALLS
1. Cat 3512 B Gen set 1500 KW 480 volt 3 PH							
2. Cat 3512 B Gen set 1500 KW 480 volt 3 PH							
3. Cat 3412 C							
4. Cat D-334							
5. Kohler 250 (Detroit Diesel) 12.7L/model # 250REOZ DB							
6. Generac SD 100 (Mitsubishi 4D34-T 3.9 L / model # 7515510100)							
7. Cummings Model:DFEH-1204198							
TOTAL BID (for all above items							

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all seven (7) generators.

D. Technician Fee:

1. Normal Hours $ _____ (specify hours) _____ to _____

2. After Hours $ _____ (specify hours) _____ to _____

3. Mark up rate for parts_____%

E. Other_____

BID PAGE
HIDALGO COUNTY SHERIFF'S OFFICE
"GENERATOR MAINTENANCE SERVICE & REPAIRS AT
HIDALGO COUNTY SHERIFF'S OFFICE FACILITIES"
RFB NO.: 2017-060-05-10-YSS #

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

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 ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bond (if applicable)_____

3. Certificates: _____.

4. Permits: _____.

5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom?: □ Texas Building & Procurement Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: □ Yes □ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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, 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
(Including all funding sources, programs, and entities)
REQUEST FOR BIDS

"Generator Maintenance, Service & Repairs at Hidalgo County Sheriff's Office Facilities"

RFB No.: 2017-060-05-10-YSS

RFB SUBMITTAL CHECK LIST

All forms listed below must be included in the RFB response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Exhibit "B" Bid Page

_____ Exhibit "C" -Acknowledgement forms

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt (if applicable)

_____ Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ SAMS.gov Registration Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) (see number 2 of Legal Notice).

EXHIBIT "B"

VENDOR'S BID PRICE

REVISED BID PAGE
HIDALGO COUNTY SHERIFF'S OFFICE
"GENERATOR MAINTENANCE SERVICE & REPAIRS AT
HIDALGO COUNTY SHERIFF'S OFFICE FACILITIES"
RFB NO.: 2017-060-05-10-YSS

Description Of Generators	AMOUNTS						
	PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL ANNUAL PRICE	EMERGENCY CALLS
1. Cat 3512 B Gen set 1500 KW 480 volt 3 PH	205	2050	5950	1650	Switchgear	195	295
2. Cat 3512 B Gen set 1500 KW 480 volt 3 PH	205	2050	5950	1650	Switchgear	195	295
3. Cat 3412 C	205	850	3150	850	150	195	295
4. Cat C7.1	205	550	2250	650	150	195	295
5. Kohler 250 (Detroit Diesel) 12.7L/model # 250REOZ DB	205	550	2250	650	150	195	295
6. Generac SD 100 (Mitsubishi 4D34-T 3.9 L / model # 7515510100)	205	550	1950	550	150	195	295
7. Cummings Model:DFEH-1204198	205	850	3150	850	150	195	295
TOTAL BID (for all above items	1435	7450	24,650	6850	750	1365	2065

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all seven (7) generators.

D. Technician Fee:

1. Normal Hours $ 130 (specify hours) 8am to 5 pm
2. After Hours $ 195 (specify hours) 5pm to 8 am
3. Mark up rate for parts 5 %

E. Other _____

BID PAGE
HIDALGO COUNTY SHERIFF'S OFFICE
"GENERATOR MAINTENANCE SERVICE & REPAIRS AT
HIDALGO COUNTY SHERIFF'S OFFICE FACILITIES"
RFB NO.: 2017-060-05-10-YSS #

BIDDER/COMPANY NAME:	Holt Texas, LTD.
ADDRESS:	5665 Southeast Loop 410
CITY/STATE/ZIP CODE:	San Antonio, TX 78222
PHONE & FAX NO.'S:	210-648-1111 / 210-648-0079
CELLULAR PHONE:	
AUTHORIZED SIGNATURE:	Charles C Strickland
PRINTED NAME:	Charles C. Strickland
TITLE:	EVP / CFO
EMAIL ADDRESS:	Joe.washington@holtcat.com

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/20/2017

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: Wortham San Antonio, Inc. 131 Interpark Blvd. San Antonio, TX 78216 www.worthaminsurance.com	CONTACT NAME: Jennifer Hicks PHONE (A/C, No, Ext): 210-249-2363 FAX (A/C, No): E-MAIL ADDRESS: jennifer.hicks@worthaminsurance.com
INSURED Holt Texas Ltd. 5665 Southeast Loop 410 San Antonio TX 78222	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Union Fire Ins Co Pittsburgh PA — 19445 INSURER B : Commerce and Industry Insurance Company — 19410 INSURER C : The Insurance Company of the State of Pennsylvania — 19429 INSURER D : Chubb Custom Insurance Company — 38989 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 34710630 **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:	✓	✓	GL5180137	3/1/2017	3/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 500,000 25,000 1,000,000 4,000,000 4,000,000
A	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ✓ GKLL	✓	✓	CA2961564	3/1/2017	3/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) GKLL-All Locations	$ $ $ $ $	5,000,000 1,000,000
B	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 25,000	✓	✓	28189094	3/1/2017	3/1/2018	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	✓	WC080756327	3/1/2017	3/1/2018	✓ 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
D	Contractors Pollution Liability Occurrence	✓	✓	37310530	4/1/2015	3/1/2018	$10,000,000 Each Pollution Incident $10,000,000 Aggregate Limit		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John L. Wortham & Son, L.P. John L. Wortham & Son L.P.

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Wortham San Antonio, Inc.		Holt Texas Ltd. 5665 Southeast Loop 410 San Antonio TX 78222
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: Hidalgo County Attn: Purchasing Department

ADDRESS: 2812 S. Highway Bus. 281 Edinburg TX 78539

NAMED INSURED INCLUDES:
Holt Texas, Ltd. dba Holt CAT
Holt Texas, Ltd. dba Holt AgriBusiness
Holt Texas, Ltd. dba Holt Crane & Equipment
Holt Texas, Ltd. dba Holt Mining Solutions
Holt Texas, Ltd. dba Holt Power Systems
Holt Texas, Ltd. dba SITECH-Tejas
Holt Texas, Ltd. dba Holt Truck Center
Texas First Rentals LLC

AS RESPECTS GENERAL LIABILITY:

Additional Insured-Owners, Lessees, or Contractors-Scheduled Person or Organization (Ongoing Operations) - Per Form 97838 04/08 - Schedule: "As Required by Contract"
Additional Insured-Owners, Lessees, or Contractors (Completed Operations): Per Form 97837 04/08 - Schedule: "As Required by Contract"
Additional Insured- Lessor of Leased Equipment: Per Form CG 20 34 04 13
Additional Insured - Managers or Lessors of Premises: Per Form CG 20 11 04 13

Waiver of Subrogation: Per Form CG 24 04 05/09

Notice of Cancellation: Per Form 107414 03/11 -Number of Days: 30

Primary and Non-Contributory: Per Form CG 20 01 04/13

AS RESPECTS COMMERCIAL AUTOMOBILE LIABILITY:

Additional Insured and Loss Payee-Lessor: Per Form CA 20 01 10/13
Additional Insured Where Required Under Contract or Agreement: Per Form 87950 09/14

Primary - Insurance Primary as to certain Additional Insureds - Per Form 74445 10/99

Waiver of Subrogation: Per Form 62897 6/95

Notice of Cancellation: Per Form 107414 03/11 -Number of Days: 30

AS RESPECTS WORKERS' COMPENSATION:

Waiver of Subrogation: Per Form WC 00 03 13 04/84

Alternate Employer Endorsement: Per Form WC 00 03 01 04/84 - Schedule: "Any Alternate Employer of your employees".

Notice of Cancellation: Per Form 99 00 58 04/11 -Number of Days: 30

USL&H Coverage Endorsement: Per Form WC 00 01 06 A

Maritime Coverage Endorsement: Per Form WC 00 02 01 B

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ATTACHMENT

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Wortham San Antonio, Inc.	Holt Texas Ltd. 5665 Southeast Loop 410 San Antonio TX 78222
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: Hidalgo County Attn: Purchasing Department

ADDRESS: 2812 S. Highway Bus. 281 Edinburg TX 78539

Outer Continental Shelf Lands Act Coverage Endorsement: Per Form WC 00 01 09 C

AS RESPECTS UMBRELLA LIABILITY:

Additional Insured: Per Form 80517 11/09
Insured means: Any person or organization, other than the Named Insured, included as an additional insured under Scheduled Underlying Insurance, but not for broader coverage than would be afforded by such Scheduled Underlying Insurance.

Primary and Non-Contributory: Per Form 86395 12/13 Coverage afforded to these additional insured parties, when required by written contract, will be primary to, and non-contributory with, any Other Insurance purchased and issued to that person or organization.

Waiver of Subrogation: Per Form 80517 11/09

AS RESPECTS PRIMARY COMMERCIAL CRIME INSURANCE:

Policy Number: B0180PE1700983
Policy Period: March 1, 2017 to March 1, 2018
Insurer: 50% Lloyd's Syndicate 1886 QBE / 50% Lloyd's Syndicate 2003 XLC
Limits:
$1,000,000 Employee Dishonesty Each Claim/Aggregate
$1,000,000 Client's Property Each Claim/Aggregate

AS RESPECTS SHIP REPAIRERS LEGAL LIABILITY:

Policy Number: MASILHS00100817
Policy Period: March 1, 2017 to March 1, 2018
Insurer: Starr Indemnity & Liability Company
Limits:
$2,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$1,000,000 Any One Accident or Occurrence

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ATTACHMENT

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:
2017-215979

Date Filed:
05/31/2017

Date Acknowledged:
06/01/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Holt Texas, LTD.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-17-061-06-13
Generator Maintenance, Service, & Repair at Hidalgo County Sheriff's Office Facilities

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
WASHINGTON, Joe	Corpus Christi, TX United States		X
RICHTER, Corinna Holt	San Antonio, TX United States	X	
HOLT, Peter J.	San Antonio, TX United States	X	
HOLT, Julianna	San Antonio, TX United States	X	
HOLT, Peter M.	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

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:
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Date Filed:
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Date Acknowledged:

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Holt Texas, LTD.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-17-061-06-13
Generator Maintenance, Service, & Repair at Hidalgo County Sheriff's Office Facilities

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
WASHINGTON, Joe	Corpus Christi, TX United States		X
RICHTER, Corinna Holt	San Antonio, TX United States	X	
HOLT , Peter J.	San Antonio, TX United States	X	
HOLT , Julianna	San Antonio, TX United States	X	
HOLT , Peter M.	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.

LUCY M. TITZMAN
NOTARY PUBLIC-STATE OF TEXAS
COMM. EXP. 07-02-2017
NOTARY ID 4097765

AFFIX NOTARY STAMP / SEAL ABOVE

Paul C. Hensley
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Paul C. Hensley, this the 31st day of May, 20 17, to certify which, witness my hand and seal of office.

Lucy M. Titzman — Signature of ~~officer~~ Notary administering oath

Lucy M. Titzman — Printed name of ~~officer~~ Notary administering oath

Executive Assistant- Finance — Title of ~~officer~~ Notary administering oath

Zimbra **yvette.salinas@co.hidalgo.tx.us**

Re: draft agrmnt generator maint at hcso

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Wed, Apr 12, 2017 09:02 AM

1 attachment

Subject : Re: draft agrmnt generator maint at hcso

To : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>

Cc : Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Robert Vina <robert.vina@da.co.hidalgo.tx.us>, Heidi Garcia Ortiz <heidi.ortiz@co.hidalgo.tx.us>, Victor Garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Yvette/Marty,

As we discussed, I have incorporated the changes Bobby has been making on the service contracts along with some additional ones that I made. The revised form agreement is attached.

I am not sure who else needs to be copied on this. Please let us know if you should have any questions.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

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

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: **Captain Steve Herrera, Hidalgo County Sheriff's Office**
Sergeant Daniel Casarez, Hidalgo County Sheriff's Office

FROM: Yvette Salinas, Buyer III
Hidalgo County Purchasing Department

DATE: May 19, 2017

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2017-060-05-10-YSS
"Generator Maintenance Service & Repairs at Sheriff's Facilities"

We have received **one (1) bid response** to the above mentioned project. Refer to enclosed copy of the submitted bid for your review and recommendation.

We would like to present your recommendation on the 1ST Commissioner's Court Meeting in June therefore, we need your response by **May 26, 2017.** Please indicate your recommendation or any concerns along with your budget information on the space provided below and reply to the Purchasing Department via fax to (956) 292-7612 or via email to: yvette.salinas@co.hidalgo.tx.us

BUDGET ACCOUNT#: 7-1100-423-21-280-002-0-430

Recommendations/Concerns: _____

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4874. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Capt. #035	Steve Herrera	H.C.S.O.	5/24/17

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
-RFB-RFP-RFQ

BID OPENING DATE: May 10, 2017 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY SHERIFF'S OFFICE-"GENERATOR MAINTENANCE SERVICE & REPAIRS AT HIDALGO COUNTY SHERIFF'S FACILITIES"
BID NO.: 2017-050-05-10-YSS

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. **Holt Power Systems** Joe Washington	BLM	Y. Salinas	04-24-16	1320 S. 25th Ave. Edinburg, Texas 78539 210-648-1111 PH 210-648-8452 FAX joe.washington@holtcat.com
2.**Tech Contracting, LLC** Dennis Echt	BLM	Y. Salinas	04-24-16	1141N Loop 1604 E., Suite 105-500 San Antonio, TX 78232 830-885-4905 decht@gvtc.com
3. **Clifford Power** Melissa Smith	BLM	Y. Salinas	04-24-16	210-333-0377 msmith@cliffordpwer.com
4. **WPI** Jeff Mechler	BLM	Y. Salinas	04-24-16	San Antonio, TX 78247 210-653-5011 210-232-7836 cell 210-653-5003 fax Jeff.mechler@wpi.com
5. **Dogget** Danny Jackson	BLM	Y. Salinas	04-24-16	900 Expressway 83 San Juan, TX 78589 956- 342-5228 cell 956-787-0001 office 956-787-0055 fax Danny.Jackson@doggett.com
6. **Construct Connect** Ian Free	Email	Y. Salinas	04-25-16	3825Edwards Rd, Suite 800 Cincinnati, OH, 45209 800-364-2059 ext 8078 ifree@isqft.com
7. **Kentech Power** Bobby Thompson	Email	Y. Salinas	04-25-17	Bthompson@kentechpower.com 281-358-0980 office 281-684-2079 cell

8. **Mapco, Inc.** Erika Escobar	Email	Y. Salinas	04-26-17	421 W. Ceballos, St. Suite C San Antonio, TX 78204 210-277-6451 210-845-8762 cell erika@mapcoinc.net
9. **Prime Vendor Inc.** Sandra Malcolm	Email	Y. Salinas	04-28-17	4622 Cedar Avenue, Bldg 5. Suite 124 Wilmington, NC 28403 800-746-9554 Bids20@prime-vendor.com
10. **MALL Energy, Inc.** Kendall Archer	Email	Y. Salinas	05-01-17	903-806-2650 cell karcher@mallenergy.com
11. **Virtual Builders Exchange** Karen Sesters	Email	Y. Salinas	05-02-17	4047 Naco Perri, Suite 100 San Antonio, TX 78217 210-564-6900 ext 126 karen@virtualbx.com
12. **Clifford Power** Candace Jaynes	Email	Y. Salinas	05-05-17	512-477-6937 ext 358 cjaynes@cliffordpower.com
13. **WPI** Waukesha-Pearce Industries Robert Syzdek	Email	Y. Salinas	05-09-17	6450 N loop 1604 East San Antonio, TX 78247 210-449-6470 cell 210-978-5711 office robert.syzdek@wpi.com

BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)
EMAIL REQUEST (ER)

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County Sheriff's Office

BID OPENING DATE: May 17, 2017 | **OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "GENERATOR MAINTENANCE, SERVICE & REPAIRS AT HIDALGO COUNTY SHERIFF'S FACILITIES"

BID NO: 2017-060-05-10-YSS

	NAME OF COMPANY	ACKNOWLEDGE RECEIPT OF ADDENDUM #1	ACKNOWLEDGE RECEIPT OF BID
1.	Holt Cat	ACKNOWLEDGED	1 ORIGINAL 3 COPIES
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

AI-60077 **Purchasing Department** **21. I. 1.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to accept sole bid and approval to award Contract to Master Fibers Inc. meeting all specified requirements for RFB No. 2017-058-05-24-TDL - "Purchase, Removal & Related Services for Shredded and Recycled Materials".

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1238-415-40-180-003-0-540

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

BUDGETARY IMPACT:

Account referenced for advertising costs for bid.
*Fiscal Impact will result in revenues to County of recycled items.

Attachments

Participation Sheet
Tabulation Sheet
Recommendation Memo
Contract
Legal Approval Contract
1295 Form
log

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Tanya Delira	06/02/2017 01:31 PM
Budget & Management	Veronica Ortiz	06/02/2017 01:39 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Tanya Delira		Started On: 06/01/2017 08:32 AM
Final Approval Date: 06/09/2017		

HIDALGO COUNTY PURCHASING DEPARTMENT ACCEPTANCE SHEET

DEPARTMENT NAME & DESCRIPTION OF BID: ***"HIDALGO COUNTY CLERK'S OFFICE-"Purchase, Removal & Related Services for Shredded & Recyclable Materials"***

BID OPENING DATE: May 24, 2017	**BID OPENING TIME: 9:30 A.M.**
BID NO:2017-058-05-24-TDL	**BUYER: Tanya De Lira**

	NAME OF COMPANY	ACKNOWLEDGE RECEIPT
1.	Pester Fibers.	✓
2.		
3.		
4.		
5.		

HIDALGO COUNTY PURCHASING DEPARTMENT ACCEPTANCE SHEET

DEPARTMENT NAME & DESCRIPTION OF BID: ***"HIDALGO COUNTY CLERK'S OFFICE-"Purchase, Removal & Related Services for Shredded & Recyclable Materials"***

BID OPENING DATE: May 24, 2017	**BID OPENING TIME: 9:30 A.M.**
BID NO:2017-058-05-24-TDL	**BUYER: Tanya De Lira**

	NAME OF COMPANY	ACKNOWLEDGE RECEIPT
1.	**Master Fibers**	√
2.		
3.		
4.		
5.		

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME/ DESCRIPTION OF BID: HIDALGO COUNTY-COUNTY CLERK'S OFFICE- ***"Purchase, Removal & Related Services for Shredded and Recyclable Materials"***

BID OPENING DATE: MAY 24, 2017	**BID OPENING TIME:** 9:30 A.M.
BID NO: 2017-058-05-24-TDL	**BUYER: Tanya De Lira**

PARTICIPATING VENDOR

MASTER FIBERS INC.
PHARR ,TX

TYPE OF SERVICE		USD/LB	UND/TON
PAPER	Loose	$0.01	$20.00
	Bagged	$0.01	$20.00
	Baled	$0.03	$60.00
CARDBOARD	Loose	$0.005	$10.00
	Bagged	$0.005	$10.00
	Baled		
ALUMINUM		$0.03	$60.00
PLASTIC		-0-	0-0
OTHER			

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: Arturo Guajardo, County Clerk
Hidalgo County Clerk's Office

ATTN: **Noe Lopez** **via email:** noe.lopez@hidalgocountyclerk.us
Priscilla Torres **via email:** priscilla.torres@co.hidalgo.tx.us

FROM: Tanya De Lira, Buyer III
Hidalgo County Purchasing Department

DATE: **May 24, 2017**

RE: BID AWARD RECOMMENTDATION REQUEST Bid No.:2017-058-05-24-TDL-**HIDALGO COUNTY CLERK'S OFFICE-"*Purchase, Removal & Related Services for Shredded and Recyclable Materials*"**

We received **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 project so we can proceed with re-advertisement.

We need your response no later than **Friday, May 30, 2017 @ 12:00 p.m.** to be able to present to Commissioner's Court. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via email to: tanya.delira@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

RECOMMENDATION (BASIS)

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 1-1338-415-40-180-003-0-540

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Annette C. Muñiz	Hid. Co. Clerks Office	5/30/17

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT ACCEPTANCE SHEET

DEPARTMENT NAME & DESCRIPTION OF BID: ***"HIDALGO COUNTY CLERK'S OFFICE-"Purchase, Removal & Related Services for Shredded & Recyclable Materials"***

BID OPENING DATE: May 24, 2017	**BID OPENING TIME: 9:30 A.M.**
BID NO:2017-058-05-24-TDL	**BUYER: Tanya De Lira**

	NAME OF COMPANY	ACKNOWLEDGE RECEIPT
1.	**Master Fibers**	√
2.		
3.		
4.		
5.		

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME/ DESCRIPTION OF BID: HIDALGO COUNTY-COUNTY CLERK'S OFFICE- ***"Purchase, Removal & Related Services for Shredded and Recyclable Materials"***

BID OPENING DATE: MAY 24, 2017	**BID OPENING TIME:** 9:30 A.M.
BID NO: 2017-058-05-24-TDL	**BUYER: Tanya De Lira**

PARTICIPATING VENDOR

MASTER FIBERS INC.
PHARR ,TX

TYPE OF SERVICE		USD/LB	UND/TON
PAPER	Loose	$0.01	$20.00
	Bagged	$0.01	$20.00
	Baled	$0.03	$60.00
CARDBOARD	Loose	$0.005	$10.00
	Bagged	$0.005	$10.00
	Baled		
ALUMINUM		$0.03	$60.00
PLASTIC		-0-	0-0
OTHER			

EXHIBIT "B"

BID PAGE

Hidalgo County Clerk's Office

"Purchase, Removal and Related Services- for Shredded and Recyclable Materials"

RFB No.: 2015-143-05-27-SMA

* 2015 Fees

TYPE OF SERVICE		AMOUNT PAID TO THE COUNTY	
		USD/LB	USD/TON
PAPER	Loose	$0.01	$20.00
	Bagged	$0.01	$20.00
	Baled	$0.02	$40.00
CARDBOARD	Loose	$0.005	$10.00
	Bagged	$0.005	$10.00
	Baled		
ALUMINUM		$0.03	$60.00
PLASTIC		$0.0	$0.0
OTHER			

OPENED
5/27/15
9:33am
Witnessed

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-058-06-13

THIS CONTRACT is made and entered into this **13** day of **June, 2017** by and between the **County of Hidalgo, Texas** ("County"), and **Master Fibers Inc.** (Company").

WHEREAS, Company responded to advertised notices for bids for **"Purchase, Removal and Related Services for Shredded and Recyclable Material" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby 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 agree to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by **Hidalgo County Clerk's Office** ("the Project Manager") or its designated agent(s). Company agrees in performing the Services that it will use proper

professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **July 13, 2017** and expiring on **July 12, 2018** with County's option to extend/renew for an additional one (1) year period, on the same terms and conditions contained herein. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. All weigh tickets will be processed at the County Clerk's Office with a representative of the County Clerk's Office observing same. Company agrees to pay the County the amounts specified in Exhibit "B" attached hereto, payable against weight tickets submitted by the Company to Hidalgo County Treasurer's Office with Copy to the Hidalgo County Clerk's Office, within thirty (30) days of submitting such pick up/weight tickets.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: **Master Fibers Inc**
103 N. Veterans Blvd.
Pharr Texas, 78577

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 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).

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 **13** day of **June, 2017**.

Approved by Commissioner's Court: ***June 13, 2017.***

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Hon. Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

By:_____
Hon. Arturo Guajardo, Jr., County Clerk

COMPANY: Maser Fibers INC.

By: _____
Printed Name: _____
Title: Plant Manager

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

EXHIBIT "B"

VENDOR'S BID

EXHIBIT "C"

INSURANCE REQUIREMENTS

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 3, 2017

_____
Participant's name

_____
Address

_____
City

_____
State, Zip Code

Re: **Hidalgo County Clerk's Office**
Request for Bids-**Purchase, Removal & Related Services for Shredded and Recyclable Materials**
RFB №:2017-058-05-24-TDL

Dear Participant(s):

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/tdl

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

Hidalgo County Clerk's Office
"Purchase, Removal & Related Services for Shredded & Recyclable Materials"
RFB No: 2017-058-05-24-TDL

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4.	Exhibit "B" Bid Page	2
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6.	Exhibit "D" CIQ Conflict of Interest Questionnaire (if applicable)	1
7.	Exhibit E, Vendor/Bidder Application and W-9	6
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10.	RFB Submittal Checklist	1
11.	Draft Service Contract	5

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to tanya.delira@co.hidalgo.tx.us, and advise of missing documentation.

Thank you

Martha L Salazar, CPPB, Purchasing Agent

5/3/17
Date

REQUEST FOR BIDS

HIDALGO COUNTY

"PURCHASE – REMOVAL AND RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS"

BID OPENING DATE

May 24, 2017

Contact Person:

Tanya De Lira, Buyer III
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 - "PURCHASE – REMOVAL AND RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS"** 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. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and it's effect on the overall bid.

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.: 2017-058-05-24-TDL "PURCHASE – REMOVAL AND RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS"** 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, May 24, 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 "HIDALGO COUNTY - "PURCHASE – REMOVAL AND RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS"** 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. Title VI Appendices (See **Exhibit "G"**)
8. SAMS.gov Registration Acknowledgement (See Number 18 below).

2. 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.

3. 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.

4. 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.

5. 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.

6. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

9. County reserves the right to accept or reject any or all Bids.

10. 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 bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

14. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

15. 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.:2017-058-05-24-TDL Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

16. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	May 24 , 2017
Award of Contract	, 2017
Commence Work or Deliver Products	, 2017

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 & 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.

18. TITLE VI NOTICE/ NON-DISCRIMATION

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.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

20. DISCLOSURE OF CONFLICT OF INTEREST

. Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit 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.

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2017-058), 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: tanya.delira@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.*

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

LEGAL NOTICE

Bid
for
HIDALGO COUNTY

"PURCHASE – REMOVAL AND RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS"

BID NO.: 2017-058-05-24-TDL

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"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Clerk's Office
"Purchase, Removal and Related Services-for Shredded and Recyclable Materials"
RFB No.: 2017-058-05-24-TDL

Hidalgo County Clerk's Office currently recycles (shreds) its own discarded paper as well as paper from other County Departments. In an effort to more efficiently utilize County assets, the County Clerk wishes to implement a program to generate revenue from the sale of recyclable materials including, but not limited to, paper, cardboard, aluminum and plastic products. Although the program will commence with those departments for which the County Clerks currently provides shredding services, Hidalgo County reserves the right and option to expand this program to include (at a time that is determined and recommended by the County Clerk) those County departments as yet not part of the project.

SCOPE:

Hidalgo County-Clerk's Office, "the Project Manager", is seeking qualified companies to bid on the purchase and removal of recyclable materials and award a contract for the **"Purchase, Removal & Related Services for Shredded & Recyclable Materials"** on an **"As Needed Basis":**

SERVICE LOCATIONS and POINT OF CONTACT (POC):

- ***Current Sites:***
  - Records Management Warehouse – 317 N. Closner, Edinburg, Texas 78539
    POINT OF CONTACT (POC)

1st	Armando Perez Jr.	(956) 318-2100 ext. 6107	(956) 292-7676
2nd	Aleida Ramirez	(956) 318-2100 ext. 6109	(956) 292-7000
3rd.	Fabian Pedraza	(956) 318-2100 ext. 6109	(956) 292-7000

  - San Carlos Warehouse- E. Sh. 107 & 6th Street San Carlos, Texas 78539
    POINT OF CONTACT (POC)

1st	Armando Perez Jr.	(956) 318-2100 ext. 6107	(956) 292-7676
2nd	Fabian Pedraza	(956) 318-2100 ext. 6109	(956) 292-7000
3rd.	Aleida Ramirez	(956) 318-2100 ext. 6109	(956) 292-7000

BIDDER(S) MINIMUM REQUIRMENTS:

Interested and qualified Bidder(s) that meet the Minimum Requirements are invited to submit a Procurement (Bid) Packet.

1. The Bidder(s) must be able to accept any loose, bagged and/or baled paper, cardboard, aluminum and plastic etc.

2. The Bidder shall schedule pick-up on the first and third Monday of the Month unless there is a holiday, which shall then be picked-up on the following business day. Hidalgo County reserves the right to change scheduling for pickup of materials on a weekly basis.

3. Bidder(s) must provide a bin(s) or pallet(s) as needed to either site, in which all material will be placed in and removed by the Bidder.

4. The Bidder must have the ability to pick-up materials from two designated areas and the proper equipment to load the container with the shredded-destroyed material to sell (i.e., forklift, etc.)

5. The Bidder must have the ability to leave a container at either site.

6. Hidalgo County must have access to the vendor's facility if needed, to ensure the materials are being disposed properly.

7. Bidder must include a copy of the scale ticket.

8. Bidder must also provide the process of what happens to the shredded/destroyed material, once it has left the County's possession.

9. The Bidder must also provide a summary report of the material sold, if needed by the Hidalgo County Departments utilizing services.

TERMS AND CONDITIONS:

1. Term of contract is for one (1) year period with the County's option to renew contract for an additional one (1) year term, with fixed prices per ton and/or pound.

2. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.

3. As consideration for rendering the Services provided for in the Contract, the Company agrees to pay the County the amounts specified in Exhibit "B" attached hereto, payable against weight tickets submitted by the Company to Hidalgo County Treasurer's Office with copy to the Hidalgo County Clerk's Office, within thirty (30) days of submitting such pick-up/weight tickets.

4. This Agreement may be terminated either party without cause upon sixty (60) days written notice.

5. County will seek purchases from state awarded Bidder(s) whenever it is, in its best interest to do so.

6. Bid award will be made to the most qualified, responsive, responsible bidder meeting all specifications and/or requirements.

7. 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 most qualified bidder. In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

8. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the county determines it is in its best interest to do so.

9. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

10. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of our related to the performance of the contract awarded pursuant hereto.

11. County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

ADDITIONAL INFORMATION:
Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, Attn: Tanya De Lira at 2802 South Business Hwy 281, Edinburg, Texas 78530.TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO tanya.delira@co.hidalgo.tx.us NO LATER THAN 5:00 P.M., Monday, May 15, 2017. Responses to said inquires will be sent to all applicants via email by no later than 5:00 p.m, Wednesday, May 17, 2017.

EXHIBIT "B"

VENDOR'S BID

EXHIBIT "B"

BID PAGE

Hidalgo County Clerk's Office

"Purchase, Removal and Related Services- for Shredded and Recyclable Materials"

RFB No.: 2017-058-05-24-TDL

TYPE OF SERVICE		AMOUNT PAID TO THE COUNTY	
		USD/LB	USD/TON
PAPER	Loose		
	Bagged		
	Baled		
CARDBOARD	Loose		
	Bagged		
	Baled		
ALUMINUM			
PLASTIC			
OTHER			

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"

VENDOR/BIDDER APPLICATION AND W-9

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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source? ☐Yes ☐ No

If yes, by whom? ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources? _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other

Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )

Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other

Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )

Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other

Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )

Subcontract Amount: $_____ Description of Work to be Performed:

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.

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.

EXHIBIT "F"

CERTIFICATION REGARDING DEBARTMENT

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
(Including all funding sources, programs, and entities)
REQUEST FOR BIDS
HAULING SERVICES OF MILLINGS
RFB No.: 2017-058-05-24-TDL

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" – Project and Insurance Acknowledgement forms

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt. (if applicable)

---------- Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit F, Certification Regarding Debartment

_____ SAMS.gov Registration Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) (see number 2 of Legal Notice).

EXHIBIT "B"

BID PAGE

Hidalgo County Clerk's Office

"Purchase, Removal and Related Services- for Shredded and Recyclable Materials"

RFB No.: 2017-058-05-24-TDL

TYPE OF SERVICE		AMOUNT PAID TO THE COUNTY	
		USD/LB	USD/TON
PAPER	Loose	$0.01	$20.00
	Bagged	$0.01	$20.00
	Baled	$0.03	$60.00
CARDBOARD	Loose	$0.005	$10.00
	Bagged	$0.005	$10.00
	Baled		
ALUMINUM		$0.03	$60.00
PLASTIC		$0.0	$0.0
OTHER			

OPENED
9:38
5-24-17
Witnessed

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/03/2017

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: Katilyn Kirby
Elemental Risk Management, LLC 11024 Montgomery Blvd. NE Albuquerque, NM 87111	PHONE (A/C, No, Ext): (505) 933-6511 FAX (A/C, No): (505) 404-6259 E-MAIL ADDRESS: service@erm-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nationwide Mutual Insurance Co	23787
INSURER B: AMCO Insurance Company	19100
INSURER C: ALLIED Property & Casualty	42579
INSURER D: Depositors Insurance Company	42587
INSURER E: Hallmark Specialty Insurance C	26808
INSURER F:	

INSURED
Master Fibers, Inc.
1710 E Paisano
El Paso, TX 79901

COVERAGES **CERTIFICATE NUMBER:** Cert ID 1127 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	ACPGLAO3017441433	01/31/2017	01/31/2018	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	ACPBAPC3017441433	01/31/2017	01/31/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ 1,000
D	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			ACPCAD3017441433	01/31/2017	01/31/2018	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	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	Y	ACPWC3017441433	01/31/2017	01/31/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Property - Commercial			73PRP16EB22, 93PRP16	01/31/2017	01/31/2018		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT, BUT LIMITED TO THE OPERATIONS OF THE INSURED UNDER SAID CONTRACT, PER THE APPLICABLE ENDORSEMENT WITH RESPECT TO THE GENERAL LIABILITY POLICY AND AUTOMOBILE LIABILITY POLICIES. A WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER AS REQUIRED BY WRITTEN CONTRACT BUT LIMITED TO THE OPERATIONS OF THE INSURED UNDER SAID CONTRACT, WITH RESPECT TO THE GENERAL LIABILITY POLICY, AUTOMOBILE LIABILITY AND WORKERS COMPENSATION POLICIES.

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPT
2812 S 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
Kaitlyn Kirby

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Zimbra **tanya.delira@co.hidalgo.tx.us**

RE: 2017-058 "Purchase, Removal and Related Services for Shredded and Recyclable Material"

From : Steve Crain <scrain@atlashall.com> Thu, Jun 01, 2017 11:02 AM
Subject : RE: 2017-058 "Purchase, Removal and Related Services for Shredded and Recyclable Material"
To : 'Tanya De Lira' <tanya.delira@co.hidalgo.tx.us>

Looks good.

From: Tanya De Lira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Thursday, June 01, 2017 10:31 AM
To: Steve Crain <scrain@atlashall.com>
Subject: Fwd: 2017-058 "Purchase, Removal and Related Services for Shredded and Recyclable Material"

Here you go!!!

Tanya De Lira, Buyer III

Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
O 956 292 7000 x 4878
F 956 292 7612

From: "Tanya De Lira" <tanya.delira@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Sent: Thursday, June 1, 2017 10:28:44 AM
Subject: Fwd: 2017-058 "Purchase, Removal and Related Services for Shredded and Recyclable Material"

Mr. Crain,
Attached please find the contract for 2017-058 "Purchase, Removal and Related Services for Shredded and Recyclable Material" being placed on C.C on 06/13/2017 for your review and approval.

Thank you

Tanya De Lira, Buyer III

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:
2017-217031

Date Filed:
06/01/2017

Date Acknowledged:
06/02/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Master Fibers Inc
Pharr, 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.

2017-058-06-13
Purchase, Removal and Related Services for Shredded and Recyclable Materials.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Arredondo, Luis Manuel	Pharr, 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

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:
2017-217031

Date Filed:
06/01/2017

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Master Fibers Inc
Pharr, 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.**
2017-058-06-13
Purchase, Removal and Related Services for Shredded and Recyclable Materials.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Arredondo, Luis Manuel	Pharr, 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.

JUAN M. MARTINEZ
Notary Public, State of Texas
Comm. Expires 03-11-2020
Notary ID 10450727

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Luis Manuel Arredondo, this the 2 day of June, 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
	Juan M. Martinez	Notary Public

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING SHEET

DEPARTMENT/BID DESCRIPTION-*"HIDALGO COUNTY CLERK'S OFFICE -"Purchase, Removal & Related Services for Shredded & Recyclable Materials"*

BID NO: 2017-058-05-24-TDL | **BID OPENING DATE & TIME: MAY 24, 2015 @ 9:30 A.M**

	Name of Bidder: Company/Firm	Bid Request Via*	Signature (If Applicable) or Initials of Staff Addressing Mail Out	Date	Physical Address City-State-Zip Phone & Fax No's
1.	MASTER FIBERS, INC. Attn: Manuel Arredondo	e-mail	Tanya De Lira	04/04/17	103 N. Veterans Blvd. Pharr, Texas 78577 Tel: (956) 783-0774 marredondo@masterfibers.com
2.	PRIME VENDOR INC. Attn: Kimberly Doumit	e-mail	Tanya De Lira	04/04/17	4622 Cedar Avenue Bldg 5 Suite 124 Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 bids20@prime-vendor.com
3.	GENERAL PAPER, INC. Attn: Usvaldo Alvarado	e-mail	Tanya De Lira	04/04/17	3909 Buddy Owens Blvd. McAllen Tx. 78504 C 956-566-1805 o-956-800-5595
4.	Prime Vendor, Inc.	e-mail	Tanya De Lira	05/09/17	4622 Cedar Ave. Wilmington, NC 28403 p-800-746-9554 e-work41@prime-vendor.com
5.	Shay Enterprise Tamara Shay	e-mail	Tanya De Lira	05/10/17	1789 Tavern Ln. Tacoma, WA 98402 P: 360-218-4951 tshayenterprise@gmail.com
6.					

VIA: BIDDER LIST MAIL OUT (BLM)
IN PERSON (IP)
E-MAIL REQUEST (EMR)
TELEPHONE REQUEST (TR)
EMAILED (EM)

AI-60085 **Closed Session** **23. C.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2248-17-B; Mary Alice Palacios v County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/01/2017 01:08 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Monica Salinas		Started On: 06/01/2017 12:11 PM
Final Approval Date: 06/09/2017		

AI-60225 **Closed Session** **23. D.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2525-17-I; Jose Pablo Luna v. Hombero Reyna Casas and Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2017 02:42 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Monica Salinas		Started On: 06/08/2017 02:40 PM
Final Approval Date: 06/09/2017		

AI-60227 **Closed Session** **23. E.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-5028-15-G; John Ray Rodriguez, et al vs. County of Hidalgo, Texas, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2017 02:53 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Monica Salinas		Started On: 06/08/2017 02:47 PM
Final Approval Date: 06/09/2017		

AI-60145 **Closed Session** **23. F.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Frontier Communications Northwest, Inc.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/06/2017 02:14 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Aida Alvarez		Started On: 06/06/2017 02:04 PM
Final Approval Date: 06/09/2017		

AI-60147 **Closed Session** **23. G.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of David Rojano

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/06/2017 02:14 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Aida Alvarez		Started On: 06/06/2017 02:11 PM
Final Approval Date: 06/09/2017		

AI-60208 **Closed Session** **23. H.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Bryan Hathorn

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2017 09:55 AM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Aida Alvarez		Started On: 06/08/2017 09:40 AM
Final Approval Date: 06/09/2017		

AI-60086 **Open Session** **25. C.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2248-17-B; Mary Alice Palacios v County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/01/2017 01:08 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Monica Salinas		Started On: 06/01/2017 12:13 PM
Final Approval Date: 06/09/2017		

AI-60226 **Open Session** **25. D.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2525-17-I; Jose Pablo Luna v. Hombero Reyna Casas and Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2017 02:43 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Monica Salinas		Started On: 06/08/2017 02:41 PM
Final Approval Date: 06/09/2017		

AI-60228 **Open Session** **25. E.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-5028-15-G; John Ray Rodriguez, et al vs. County of Hidalgo, Texas, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2017 02:53 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM

Form Started By: Monica Salinas Started On: 06/08/2017 02:48 PM

Final Approval Date: 06/09/2017

AI-60146 **Open Session** **25. F.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Frontier Communications Northwest, Inc.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/06/2017 02:14 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Aida Alvarez		Started On: 06/06/2017 02:10 PM
Final Approval Date: 06/09/2017		

AI-60148 **Open Session** **25. G.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of David Rojano

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/06/2017 02:14 PM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Aida Alvarez		Started On: 06/06/2017 02:13 PM
Final Approval Date: 06/09/2017		

AI-60212 **Open Session** **25. H.**

CC - REGULAR

Meeting Date: 06/13/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Bryan Hathorn

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2017 10:05 AM
Final Approval	Monica Salinas	06/09/2017 05:19 PM
Form Started By: Aida Alvarez		Started On: 06/08/2017 09:55 AM
Final Approval Date: 06/09/2017		