AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
July 11, 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-60389** 1. Approval of Interlocal Agreement for services by and between Hidalgo County and the Alliance for Interstate 69 Texas.

2. Approval to pay membership dues to the RGV Mobility Task Force in the amount of $7,500.00 with authority for the County Treasurer to issue the check after review, audit, and processing procedures are completed by the County Auditor.

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

A. **AI-60436** Hidalgo County DA's Office - Region 3-Border Prosecution Unit (BPU) Grant (1281):
Approval to submit a BPU Grant #2537806 budget adjustment to the Office of the Governor (OOG).

7. **HIDTA - Task Force:**

A. **AI-60341** HIDTA Task Force (1291):
1. Authorization and approval to accept the Cooperative Grant Agreement Award Number (FAIN) G17SS0002A between Hidalgo County and the Executive Office of the President Office of National Drug Control Policy in the supplemental amount of $292,796.00 for the grant period of 01/01/2017-12/31/2018.
2. Approval of certification of revenues, as certified by the County Auditor for the HIDTA Task Force Grant.
3. Approval of appropriation of funds for the Hidalgo County District Attorney's Office HIDTA Task Force in the amount of $292,796.00.

8. **Constable Pct. #1:**

A. **AI-60410**

Constable Pct #1:
Discussion, consideration, and approval to appoint Ruben Pena as Reserve Deputy Constable by Constable Celestino Avila Jr, Constable Pct. 1 in accordance with Texas Local Government Code Section 86.012.

9. **Constable Pct. #2:**

A. **AI-60488** 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. Item needed to be purchased through current term are such as but not limited to table clothes, banners, pens, pencils and etc. as these items wil be useful to inform, relate progress, educate and report important information to our constituents on aspects of numerous projects, programs and events.

B. **AI-60483** 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 "picture frames" to be used for public outreach and education to identify the command staff portraits that will be displayed at the Hidalgo County Constable Pct. 2 Office, requisition #00345109 amount $66.73.

10. **Constable Pct. #4:**

A. **AI-60594** 1. Approval to accept the National Incident Based Reporting System (NIBRS) grant award.

2. Approval and authorization for County Judge, as authorized official, to sign terms and conditions agreement and any other required documents.

11. **Sheriff's Office:**

A. **AI-60522** Approval to remove from County Inventory list, County Asset #67924, K9 "Munya", a male Belgian Malinois, due to failure to comply with grant conditions as per grant donor.

B. **AI-60631** A. Pursuant to Tx. Local Gov't. Code, Subchapter D-263.151(2)(A) &/or (B), declaration of Asset No: 038751 issued firearm [as further detailed in supporting documentation contained herein] as "Surplus" for the purpose of disposition [as permitted by Gov't. Code 614];

B. Pursuant to Gov't. Code, Section 614, [permitting a peace officer retiring from a governmental entity to purchase their assigned firearm] requesting that Hidalgo County Commissioner's Code approve the value of Sr. Deputy Juan Sifuentes issued firearm at the Fixed Asset Value [supporting documentation attached] at $50.88.

12. **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-60596**

Presentation of Letter of Appreciation and plaque to County Judge Ramon Garcia from the RGV Partnership and its Board of Directors for his tireless commitment to Hidalgo County and Regional Projects.

C. **AI-60506** Discussion, consideration and action on Memorandum of Understanding (MOU) between County of Hidalgo and El Milagro Clinic

D. **AI-60485** Civil Service (1100):
Approval to process payment of the following invoice in accordance with Accounting Procedures Manual (Food Policy) with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor:

Vendor	Invoice Date	PO#	Amount	Purpose/Event
Jason's Deli	6/22/17	754327	$ 41.94	Civil Service Commission Meeting 6/22/17

E. **AI-60479** Requesting permission by Sacred Heart Catholic Church in Edinburg to use the courthouse parking lot for their Annual Festival to be held on October 7, 2017

F. **AI-60609** Discussion, consideration, action authorizing application for a County wide Texas Department of Motor Vehicles account under TxPros Permitting System and submittal of application for an Annual Envelop Permit (MCD-301) and authorize County Executive Officer, Valde Guerra, to sign all related documents.

G. **AI-60605** Discussion and action regarding update on Hidalgo County wide collection/brush site(s) TCEQ plan of action and request for controlled burn.

13. **Human Resources:**

A. Requesting waiver of the Budget Amendment Policy - Personnel Related Amendments (if applicable) for personnel items listed

B. **AI-60544** Public Defender (1100):
1. Approval to create one (1) Full-time Temporary position for 13 weeks beginning 7/24/17 and ending 10/22/17, as follows:

Slot No.	Position Title	Annual Salary	Proposed Budgeted Salary
085-003-0-T023	Clerk I	$25,207.00	$6,302.400 - $12.12/hourly

C. **AI-60516** Criminal District Attorney (1100):
1. Approval to create one (1) Full-time Temporary position for 24 weeks beginning 7/11/17 and ending 12/31/17, as follows:

Slot No.	Position Title	Annual Salary	Proposed Budgeted Salary
080-002-0-T137	Administrative Assistant I	$26,547.00	$12,249.60 - $12.76/hourly

D. **AI-60546** Courthouse Security (1241):
1. Discussion, consideration, and approval of the following personnel actions, effective next full pay period of 7/24/2017:

Action	**Dept. / Program**	**Slot #**	**Position Title**	**Current/Proposed Budgeted Salary**
Delete	125-032	0003	Deputy Sheriff Step II	($45,691.00)
Create	125-032	0017	Senior Deputy Sheriff Step III	$51,834.00

2. Approval to transfer Senior Deputy Sheriff Step III, employee No. 056448, from 280-001 Slot No. 0151 to 125-032 Slot No. 0017; effective next full pay period.

E. **AI-60614** Precinct 1 Administration (1200):
1. Approval to create one (1) Part-time Temporary position for 20 weeks beginning 7/24/17 and ending 12/17/17, as follows:

Dept.	Slot No.	Position Title	Proposed Budgeted Salary
121-004	T031	Administrative Assistant I	$10,208.00 -$12.76/hourly

14. **Urban County:**

A. **AI-60615** Hold a Public Hearing to consider public comments for revision to the Hidalgo County Urban County Program's Citizen Participation Plan. Notice to the Public Hearing was published on June 15, 2017. Public Comments will will be accepted until the close of business of July, 17, 2017.

B. **AI-60535** Requesting to cancel the awarding of a bid and contract with Manuela Mendoza and RG Enterprises, LLC dba G & G Contractors for the demolition and reconstruction of her home.

C. **AI-60530** Consideration and Approval of the Cooperation Agreements necessary for the re-qualification of Hidalgo County as an Urban County.

D. **AI-60517** 1. Subject to Compliance with HB 1295, when and if Applicable, the Urban County Program on behalf of the City of Granjeno is requesting approval of a best and final negotiated contract for Construction Material Testing Services with Raba-Kistner Consultants, Inc., in the amount of $3,108.60 utilizing CDBG FY 29 (2016) Parks, Recreational Facility Improvement funds.

2. Approval of Work Authorization No. 1 for Raba-Kistner Consultants, Inc. in the amount of $3,108.60.

E. **AI-60104** Requesting approval to re-designate Urban County Program Director as Certifying Officer Designee for Environmental review procedures for entities assuming HUD Environmental responsibilities (CDBG, HOME, ESG, COLONIA, TDHCA, TDRA, GLO Program and etc.).

F. **AI-60107** Resolution authorizing renewal of a Revolving Line of Credit with Lone Star National Bank of McAllen for the Urban County Program with authority for UCP to draw from such line of credit.

G. **AI-60108** The Urban County Program requests authorization to advertise for construction and related activities for all projects identified in the 2017-2018 One Year Action Plan, subsequent amendments and Colonia funded activities (Texas General Land Office, Texas Department of Agriculture and Texas Department of Housing and Community Affairs, etc.).

H. **AI-60109** Requesting approval to re-authorize Urban County Program Director to approve certain Change Orders on Urban County Projects

I. **AI-60103** Requesting approval to Re-authorize Urban County Program Director to sign and execute contracts and agreements after Hidalgo County Commissioners' Court approval as they relate to all Hidalgo County Urban County Program projects and those included in the Annual Consolidated Plan.

J. **AI-60518** 1. Subject to Compliance with HB 1295, when and if Applicable, the Urban County Program on behalf of the City of San Juan is requesting approval of a best and final negotiated contract for Construction Material Testing Services with Raba-Kistner Consultants, Inc., in the amount of $18,940.90 utilizing CDBG FY 29 (2016) Street Improvement funds.

2. Approval of Work Authorization No. 1 for Raba-Kistner Consultants, Inc. in the amount of $18,940.90

K. **AI-60514** 1. Subject to Compliance with HB 1295, when and if Applicable, the Urban County Program on behalf of the City of Granjeno is requesting approval of a best and final negotiated contract for Construction Material Testing Services with Raba-Kistner Consultants, Inc., in the amount of $11,753.78 utilizing CDBG FY 29 (2016) Street Improvement funds.

2. Approval of Work Authorization No. 1 for Raba-Kistner Consultants, Inc. in the amount of $11,753.78.

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

A. **AI-60489** Requesting approval of the Memorandum of Understanding between Texas A&M Engineering Extension Service and Hidalgo County Health & Human Services Department. The purpose is for training and support of Continuing Education Units for Public Health Preparedness and Response for the period of 09/01/17 to 08/31/19.

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. **AI-60503** 1. Discussion and approval to increase the County Indigent Health Care Program (CIHCP) minimum income standards from 21% Federal Poverty Guideline (FPG) to 30% FPG, effective fiscal year 09/01/2017.

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

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

A. **AI-60500** FIRE MARSHAL'S

Authorization and approval to purchase new wireless service through the County's membership/participation with CONTRACT: DIR-TSO-3415 with VERIZON WIRELESS for the following:

Description:	Employee Name:	Employee ID:	Service Plan:
New Data Service	Sulema Cavazos	187305	4G Mobile Broadband Unl. @ $37.99 per month

17. **Community Service Agency:**

A. **AI-60520** Discussion, consideration, and possible action to submit a renewal application to Texas Health and Human Services Commission for the Senior Corps projects, with authorization for Jaime Longoria to electronically submit application in eGrants. Application ID 17SR196802.

18. **Elections Administration:**

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

0. **AI-60622** Pct 2 Sgt Trevino Rd Prj (1200):
1. Approval of certification of revenue as certified by the County Auditor for revenue received from the City of San Juan for Interlocal Agreement approved by Commissioners Court on 2/6/17 AI#58394 .
2. Approval of 2017 appropriation of funds into Pct 2 Sgt Trevino Rd Project in the amount of $222,426.13.

20. **Budget & Management:**

A. **AI-60498** Requesting approval of First Amendment to Interlocal Agreement between Hidalgo County and the City of Mission/Speer Memorial Library relating to the Hidalgo County Library System (HCLS) e-Library.

B. Budget Appropriations:

1. AI-60547 Various SOA Accounts (1303):
A.Approval of certification of revenues as certified by the County Auditor for revenues received from the Hidalgo County Drainage District No. 1 for 2nd Annual payment relating to the reimbursements of professional service expenses related to the J-09 Drain Project.
B. Approval of appropriation of funds in the amount of $385,562.84 to fund various Pct 1 and Pct 3 accounts including the interfund transfer to Debt Service Fund 1444 and Fund 1446.

2. AI-60545 1. Approval of appropriation and interfund transfer from Capital Project - CO Series 2001 (Fund 1331) to Debt Service - RB Series 2014B (Fund 1444) in the amount of $15,001.96.
2. Approval of appropriation and interfund transfer from Captial Project - CO Series 2009 (Fund 1339) to Debt Service - RB Series 2015B (Fund 1448) in the amount of $493.10.
3. Approval of appropriation, interdepartmental, and interfund transfer from Capital Project - Tax Note Series 2007 (Fund 1302) to Debt Service - RB Series 2009A (Fund 1440) in the total amount $1,047.98.

3. AI-60556 CO2010AB-Pct 1 (1342):
Approval of 2017 appropriation of funds into CO2010AB-Pct 1 in the amount of $10,801.08 to fund anticipated expenditures.

4. AI-60553 Tax Note 2014 - Sheriff (1304):
Approval of 2017 appropriation of funds into Tax Note 2014-Sheriff in the amount of $15,647.03.

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-60355 Presentation of the responsible vendor submitting the lowest and bid sealed quote/bid Milano Hat Company including the approval of contract for Request for Sealed Quotes titled: "Purchase of Straw & Felt Hats" through project No.: 2017-029-03-17-SGS but in no event to exceed the $50K procurement limit.

2. AI-60089 Presentation of the negotiated agreement for the provision of Project/Program Management Services in connection with the design and construction of a New Hidalgo County Courthouse between Hidalgo County and JACOBS Project Management Co. including any specific details, exceptions, modifications, additions and/or deletions request by CC and subject to final legal review.

3. AI-60375 Presentation of response received from **CTC Distributing, LLC** the sole responsible vendor submitting the best bid [and meeting all specifications and/or requirements] for the purpose of award and approval of contract document for project titled: Hidalgo County -"Off Premises Record Storage, Pick-up, Retrieval, Delivery and Shredding Services" through RFB 2017-059-06-07-YZV and subject to compliance with HB 1295 if and when applicable.

4. AI-60595 Requesting authority to advertise and approval of RFP procurement packet [i.e. requirements, legal notice, etc. developed by HC's Health Program Consultant, G. Looney, Alamo Insurance and HC's Benefits Dept., F. Vazquez] as attached hereto for: "Wellness Program Services"-RFP No.: 2017-199-08-02) with review and any modifications necessary to packet to be finalized by the Purchasing Dept. and authority to re-advertise project if required/necessary.

B. Pct. 1

1. AI-60639 Pct. 1 FEMA
1. Ratification of Change Order No. 1 in connection with Contract C-16-400-03-07 FEMA Road Improvement to Mile 1.5 West as recommended by project engineer International Consulting Engineers with a cost decrease of $331.92;
2. Certificate of Substantial Completion as submitted by 2GS,LLC. for the provision of FEMA Road Improvements to Mile 1.5 West under Contract C-16-400-03-07;
3. Requesting acceptance and approval of Application for Payment No. 2 (Final) in the amount of $120,349.12 as submitted by 2GS,LLC. for the provision of FEMA Road Improvements to Mile 1.5 West under Contract# C-16-400-03-07.

2. AI-60642 Pct. 1 requesting approval of the following TEDSI Infrastructure Group Invoices for engineering services rendered for the Mile 6 project.
A. Inv. 201726 in the amount of $40,515.75 for Work Authorization No. 3.
B. Inv. 201727 in the amount of $111,514.70 for Work Authorization

No. 4.

C. Pct. 4

1. **AI-60515** Acceptance and approval of the contract between HC Pct. #4 and RGV Asphalt, LLC for "Road Improvements to Sunflower Road" - RFB No. 2017-128-05-24-HGO subject to all statutory compliance and final legal review [Atlas-Hall-Rodriguez].

2. **AI-60558** 1. Requesting approval of a professional services agreement #C-17-168-07-11 with MTME, LLC d/b/a MODERN TECHNOLOGY-MODERN ENVIRONMENT for the purposes of "professional engineering services" for the: (GWSAP) - "GROUND WATER, GAS MONITORING and GROUNDWATER DATA EVALUATION at CLOSED LANDFILL SITE" located within HIDALGO COUNTY PRECINCT #4, and, (in order to remain in compliance with TCEQ).

   2. Requesting approval of a professional services agreement #C-17-195-07-11 with RABA-KISTNER, INC. for (on call)-"GEO TECHNICAL and CONSTRUCTION MATERIALS TESTING SERVICES" for projects located within HIDALGO COUNTY PRECINCT NO. 4

   3. Acceptance and approval of Work Authorization No. 4 (with an estimated cost of $ 16,777.52) as submitted by project engineer, B2Z Engineering, LLC for the purposes of a “Feasibility Study Phase of the existing architectural plans for the Mechanical Shop" located at Hidalgo County Precinct No. 4, in connection to "on call" agreement #C-16-329-09-06 for:[R/B, C.I.P. and Other Projects in General] .

D. Health & Human Services Dept.

1. **AI-60550** Pursuant to the procurement packet, requesting action to appoint/select the Evaluation Committee Members for RFP No. 2017-149-06-21-HGO - "Online Pharmacy Billing Services" for Hidalgo County Health & Human Services Department

E. Budget & Management

1. AI-60524 Budget & Management (2201):
Approval to enter into a 36 month service maintenance agreement (on an as needed basis thru quarterly meter readings) for one copier with Ricoh USA/GE Ricoh USA through State of Texas DIR-TSO-3041.

F. Sheriff's Office

0. AI-60543 Approval of "First Amendment" to Service Contract C-16-097-10-25 between Hidalgo County Sheriff's Office and Securus Technologies, Inc. for the provision of "Inmate Pay Telephone System & Services [as permitted under the terms of the contract] with compliance with HB 1295 when and if applicable.

G. District Attorney

1. AI-60330 a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software;

b. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including, but not limited to, the following Hidalgo County Department(s)/Elected Offices, Programs and/or Agencies:
1. District Attorney Office-1188F0
2. District Attorney Office-123DSK

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-60504 C-2728-17-J; Dora Alicia Garza Ind., Dora Alicia Garza, et al v. Hidalgo County Sheriff's Office

D. **AI-60512** 1. Claim of Ruben Hernandez
2. Claim of Elena Leal
3. Claim of Agnete Antons

E. **AI-60510** 1. Claim of Benjamin Morales
2. Claim of Fernando Reyna
3. Claim of Bobby Casares

F. **AI-60602** Raul Muniz Jr. ; Daniel Muniz vs Hidalgo County

G. **AI-60607** c-2427-17-f: Sandra Garza vs Hidalgo County et al

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-60505** C-2728-17-J; Dora Alicia Garza Ind., Dora Alicia Garza, et al v. Hidalgo County Sheriff's Office

D. **AI-60513** 1. Claim of Ruben Hernandez
2. Claim of Elena Leal
3. Claim of Agnete Antons

E. **AI-60511** 1. Claim of Benjamin Morales
2. Claim of Fernando Reyna
3. Claim of Bobby Casares

F. **AI-60604** Raul Muniz Jr. ; Daniel Muniz vs Hidalgo County

G. **AI-60608** c-2427-17-f: Sandra Garza vs Hidalgo County et al

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-60389 **County Judge's Office** **5. A.**

CC - REGULAR

Meeting Date: 07/11/2017

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

Department: COUNTY JUDGE

Information

CAPTION

1. Approval of Interlocal Agreement for services by and between Hidalgo County and the Alliance for Interstate 69 Texas.

2. Approval to pay membership dues to the RGV Mobility Task Force in the amount of $7,500.00 with authority for the County Treasurer to issue the check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fees are $ 8,620.00 not $7,500.00

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 71100413301250040810

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

BUDGETARY IMPACT:

req#313723

Attachments

Al Agreement
I-69 Invoice Insert Dec 2016
Invoice MTF1701 Hidalgo County
I69 Alliance Hidalgo County Agreement
I69 Legal approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/22/2017 02:51 PM

Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Virginia Jones		Started On: 06/22/2017 08:09 AM
Final Approval Date: 07/07/2017		

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

AGREEMENT FOR PROVISION OF SERVICES

This Agreement is made this 27th day of June, 2017, by and between The Alliance For Interstate 69 Texas, a Texas nonprofit corporation (the "Alliance"), and Hidalgo County, Texas (the "County") as follows:

W I T N E S S T H

WHEREAS, to stimulate business and commercial activity in the County, pursuant to Section 381.004 of the Texas Local Government Code, the County may develop and administer a program (i) for state or local economic development and (ii) to stimulate, encourage and develop business location and commercial activity in the County;

WHEREAS, pursuant to Section 381.004, the County is authorized to spend public funds to finance such programs and to contract with another entity for the administration of such an economic development program;

WHEREAS, the County has determined that the development of Interstate 69 within the State of Texas connecting the state with Shreveport, Louisiana; Memphis, Tennessee; and Indianapolis, Indiana; and other strategic roadways that are essential to establishing a network of highways capable of supporting increased economic development, business location and commercial activity, would improve the business conditions within the State of Texas and the County and enhance the development of interstate and international trade within the State of Texas and the County;

WHEREAS, the County is continuing to develop an economic development program to promote the development of Interstate 69 within the State of Texas for the purpose of improving the business conditions within the State of Texas and the County and enhancing economic development, business location and commercial activity within the State of Texas and the County (the "Program"), and desires to contract with another entity to administer the Program; and

WHEREAS, the Alliance has been created for the purpose of promoting the development of Interstate 69 within the State of Texas on behalf of various counties within the state;

WHEREAS, on an annual basis, the Alliance has been administering the Program for the County, and the County now desires to enter into a contract with the Alliance, whereby the Alliance will administer the Program on behalf of the County, including the provision of the following services, among others, in connection with the Program: (i) disseminating educational information to the public on the development of Interstate 69; (ii) supporting formal project authorization, appropriations and completion of Interstate 69 at both the state and federal levels; (iii) serving as the communication link for Interstate 69 development between the federal and state governments and the private sector throughout Texas; and (iv) providing information and comments on the development of Interstate 69 to

the executive branches of federal and state government, federal and state legislative bodies and committees, and administrative agencies; and

WHEREAS, the Alliance is agreeable to contracting with the County to assist the County in promoting the development of Interstate 69 as set forth above.

NOW, THEREFORE, the County and the Alliance do hereby covenant and agree as follows:

1. The County finds, determines and declares that continuing the development of the Program to promote the development of Interstate 69 within the State of Texas thereby establishing a network of highways capable of supporting increased trade will stimulate economic development, business location and commercial activity within the County.

2. The Alliance agrees to continue to administer the Program on behalf of the County, including the provision of the following services, among others, for the promotion of the development of Interstate 69 in the State of Texas: (i) dissemination of educational information to the public on the development of Interstate 69; (ii) support of formal project authorization, appropriations and completion of Interstate 69 at both the state and federal levels; (iii) serve as the communication link for Interstate 69 development between the federal and state governments and the private sector throughout Texas; and (iv) provide information and comments on the development of Interstate 69 to the executive branches of federal and state government, federal and state legislative bodies and committees, and administrative agencies.

3. The Alliance represents and agrees that (i) the Rio Grande Valley Mobility Task Force, an Ad Hoc Committee of the Rio Grande Valley Chamber of Commerce, Inc., a Texas nonprofit corporation (the "Task Force"), will be responsible for paying the Alliance for services in an amount based on the County's share of the Contribution Requirement attributable to its class of membership in the Alliance, as such is set forth in Article 1, Section 6 of the By-laws of the Alliance; (ii) payment by the County in the amount of $8,620.00 to the Task Force, which the County agrees to make within 30 days of the execution of this Agreement, for provision of services hereunder shall satisfy the County's obligations hereunder and (iii) the County shall bear no liability with respect to whether the Task Force fulfills any its obligations to the Alliance.

4. The Alliance shall use the funds specified in paragraph 3 above only for the purposes set forth in this Agreement.

5. The Alliance shall provide an annual report to County with respect to Alliance's activities regarding this Agreement.

6. This Agreement shall be effective on the date set forth below but the parties acknowledge it is for calendar year 2017 and expires on December 31, 2017.

[SIGNATURE PAGE FOLLOWS]

EXECUTED THIS 27th day of June, 2017.

HIDALGO COUNTY, TEXAS

By:_____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk
(SEAL)

APPROVED AS TO FORM FOR THE COUNTY:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

THE ALLIANCE FOR INTERSTATE 69 TEXAS

By:_____
John P. Thompson, Chairman

ATTEST:

_____
J. Jorge Verduzco, Secretary

Alliance for I-69 Texas

2016 Interstate Highway Progress Report

Interstate 69 - Rosenberg

I-69 Now A Reality in Nine Counties

- The Texas Interstate 69 System is being developed as a series of incremental upgrades to existing highways - US 59, US 77, US 281, SH 44 and US 84. US 83 is now Interstate 2, providing a 46.8-mile connector between I-69E and I-69W in Cameron and Hidalgo Counties.
- 207 miles of the Interstate 69 system in Texas have now been designated and signed with interstate shields. Approximately 400 additional miles are in active route studies, environmental clearance steps, design or right-of-way acquisition. The following segments have been added to the nation's Interstate Highway System:
  - 75.3 Miles (US 59/I-69) - Harris, Montgomery, Fort Bend Counties
  - 7.8 Miles (US 77/I-69E) - Nueces County
  - 3.5 Miles (US 59/I-369) - Texarkana south from I-30
  - 53.3 Miles (US 77/I-69E) - Raymondville to Rio Grande
  - 1.5 Miles (SH 550/ I-169 Connector) - Cameron County
  - 18 Miles (US 281/I-69C) - Edinburg to Pharr, Hidalgo County
  - 1.4 Miles (US 59/I-69W) - Laredo, Webb County
  - 46.8 Miles (US 83/Interstate 2 System Connector) - Harlingen to Palmview

$1.6 Billion in Funded Projects

Since 2010, TxDOT has dedicated more than $1.6 billion to the I-69 funding program. Some projects are under construction while others will be let to construction within a few years.

A Multimodal Freight Corridor

The Texas highways that make up Future I-69 are already major freight corridors connecting inland markets to Texas seaports and to the busy ports of entry on the Rio Grande. Freight traffic on Texas highways is projected to double by 2040 and completing I-69 is essential to ensuring safety and efficient movement of goods. Continued improvement of all elements of the I-69 system is also important to providing additional hurricane evacuation capacity for the growing population along the Texas Coast.

The Alliance for I-69 Texas

Established in 1994, the Alliance for I-69 Texas has consistently been successful in advocating to advance the development of I-69 on a system route that stretches from Texarkana to Houston and then south to Victoria, Corpus Christi and international border crossings in Webb, Cameron and Hidalgo Counties. The Alliance is a non-profit made up of cities, counties, port authorities, economic development groups and private sector associate members. More than one-third of the Texas population lives in 35 counties along the I-69 route.

Congress established I-69 as a high priority corridor in 1991 and it remains a federal priority.

Alliance 2017 State Priorities

1. Ensure that I-69 projects remain a high priority for the Texas Transportation Commission and TxDOT leadership.
2. Work with the District Engineers to avoid roadblocks or delays in completion of I-69 projects that have received funding.
3. Work with TxDOT planners, the I-69 Corridor Advisory Committee and the District offices on the I-69 Implementation Plan.
4. Travel to the eight District offices along the I-69 route to identify priority projects that are NOT currently funded to get them construction ready for Prop 7 funding.
5. Work with transportation allies such as the Transportation Advocates of Texas (TAoT) to develop statewide support for passage of additional transportation funding in the 2017 legislative session.
6. Meet with members of the Legislature along the I-69 route in support of additional transportation funding in the 2017 legislative session. In particular, work with state leadership to dedicate a portion of state sales tax to transportation.
7. Monitor the work of the standing legislative transportation committees and assist lawmakers by showing Alliance support for initiatives that will contribute to I-69 development.
8. Monitor the implementation of HB-20 in developing a process for approving transportation projects for funding.
9. Assist with the coordination and arrangements for the 2017 I-69 Advocacy Day in Austin.
10. Keep the Alliance Board informed of TxDOT Sunset legislation and biennial appropriations impacts on I-69.
11. Assist in keeping the Alliance board fully informed on state legislative issues affecting I-69.

Alliance 2017 Federal Priorities

1. Work with members of the Texas congressional delegation, the House and Senate transportation policy committees, USDOT and TxDOT to ensure the FAST Act law is properly implemented.
2. Keep the Texas Congressional delegation fully informed on the FAST Act and its impact on I-69.
3. Work to expand the I-69 Congressional Caucus to inform the members of Congress of the value of I-69 and the project's funding and policy.
4. Continue to encourage USDOT and the Congress to include I-69 in the National Freight Network and Nationally Significant Freight and Highway Projects Program (FAST LANE grants) designations and funding.

5. Work in coordination with TxDOT to protect issues of priority for the Alliance and protect policy gains achieved in the new authorization law, including funding flexibility, the National Freight Program and the Nationally Significant Freight and Highway Projects Program.
6. Work to ensure Congress fully funds the FHWA for FY '17 and FY '18.
7. Work with TxDOT, AASHTO and FHWA to expand mileage eligible for I-69 designation.
8. Assist in keeping the Alliance board fully informed on federal issues affecting I-69.
9. Assist with the coordination and arrangements for the 2017 trip to Washington, D.C. for the Alliance.

Alliance for I-69 Texas Board Members - 2017

NORTHEAST
James Carlow,* County Judge, Bowie County
Alliance Vice Chair
Charles Thomas,* Carthage Economic Improvement Corp.
Hugh Taylor, County Judge, Harrison County
Eric Neal, Mayor of Marshall
LeeAnn Jones, County Judge, Panola County
Linda Ryan Thomas, Chair, NET RMA

EAST
Wes Suiter,* County Judge, Angelina County
Mike Perry, County Judge, Nacogdoches County
Sydney Brown Murphy, County Judge, Polk County
Jim Jeffers, Nacogdoches City Manager
Keith Wright, Lufkin City Manager

NORTH CENTRAL
Janiece Longoria,* Chairman,
Port of Houston Authority
Alliance Vice Chair
Jay Knight, County Judge, Liberty County
Bob Harvey, President & CEO,
Greater Houston Partnership

** Executive Committee Members*

CENTRAL
Billie Jones,* Wharton Chamber of Commerce
Marvin Holub, Mayor of East Bernard
Tim Barker, Mayor of Wharton
Cynthia McConathy, Mayor of Rosenberg
David Schroeder,
Wharton Economic Development Council
Jeff Wiley, Greater Fort Bend Economic
Development Council

COASTAL BEND
Loyd Neal,* County Judge, Nueces County
Alliance Board Chairman
Charlie Zahn,* Chairman,
Port of Corpus Christi Authority
Terry Simpson, County Judge, San Patricio County
Representative, City of Corpus Christi

WEST SPUR – SOUTH TEXAS
Gerry Schwebel,* International Bank of Commerce,
Alliance Vice Chair
Tano Tijerina, County Judge, Webb County
Pete Saenz, Mayor of Laredo
Pat Calhoun, County Judge, Goliad County
Stepanie Silvas, County Judge, Bee County
Jennifer Stastny, Port of Victoria

EAST SPUR – SOUTH TEXAS
David Garza,* County Commissioner,
Cameron County
Alliance Secretary /Treasurer
Sergio Cantreras,* Rio Grande Valley Partnership
Alan Johnson, Chairman, Port of Harlingen
Ramon Garcia, County Judge, Hidalgo County
Alex Meade,
Mission Economic Development Corp.
Cynthia Garza-Reyes, City of Pharr
Raudel Garza,
Harlingen Economic Development Corp.

Regional Mobility Authorities
Pete Sepulveda, County Judge,
Cameron County RMA
Pilar Rodriguez, Executive Director,
Hidalgo County RMA

Ex-Officio Members
Louis Bronaugh, Helen Walker,
Robert Eckels, John Thompson
(Former Alliance Board Chairs)
Michael Behrens, Amadeo Saenz
(Former TxDOT Executive Directors)

Alliance for I-69 Texas

Alliance Contacts: Jennifer Shepard, Alliance Executive Director - (703) 580-4416; Jennifer@jgshepard.com
Gary Bushell, Gary Bushell, LLP - Austin Representative - (512) 478-6661; gebushell@aol.com
Larry Meyers, Meyers & Associates - Washington Representative - (202) 484-2773; larry.meyers@meyersandassociates.com
Don Rodman - Communications - (361) 877-0409; don@therodmanco.com
Judge Loyd Neal, Alliance Board Chairman - (361-888-0444); loyd.neal@nuecesco.com

www.i69TexasAlliance.com

December 2016

Rio Grande Valley Mobility Task Force
An Ad Hoc Committee of the Rio Grande Valley Partnership
P.O. Box 1499
Weslaco, TX 78599

Invoice

Date	Invoice #
5/8/2017	MTF1701

Bill To
Michael Leo Hidalgo County Judge's Office 302 W. University Dr. Edinburg, TX 78539

Terms
Due on receipt

Description	Amount
2017 Alliance for I-69 Texas Annual Dues	8,620.00
Rio Grande Valley Mobility Task Force An Ad Hoc Committee of the Rio Grande Valley Partnership	
Total	**$8,620.00**

Please make check payable to the Rio Grande Valley Partnership.

If you have any questions regarding this invoice, please call Dulce Martinez at 956-968-3141 or email at dulce@valleychamber.com.

Payments/Credits	$0.00
Balance Due	$8,620.00

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

AGREEMENT FOR PROVISION OF SERVICES

This Agreement is made this 11th day of July, 2017, by and between The Alliance For Interstate 69 Texas, a Texas nonprofit corporation (the "Alliance"), and Hidalgo County, Texas (the "County") as follows:

W I T N E S S T H

WHEREAS, to stimulate business and commercial activity in the County, pursuant to Section 381.004 of the Texas Local Government Code, the County may develop and administer a program (i) for state or local economic development and (ii) to stimulate, encourage and develop business location and commercial activity in the County;

WHEREAS, pursuant to Section 381.004, the County is authorized to spend public funds to finance such programs and to contract with another entity for the administration of such an economic development program;

WHEREAS, the County has determined that the development of Interstate 69 within the State of Texas connecting the state with Shreveport, Louisiana; Memphis, Tennessee; and Indianapolis, Indiana; and other strategic roadways that are essential to establishing a network of highways capable of supporting increased economic development, business location and commercial activity, would improve the business conditions within the State of Texas and the County and enhance the development of interstate and international trade within the State of Texas and the County;

WHEREAS, the County is continuing to develop an economic development program to promote the development of Interstate 69 within the State of Texas for the purpose of improving the business conditions within the State of Texas and the County and enhancing economic development, business location and commercial activity within the State of Texas and the County (the "Program"), and desires to contract with another entity to administer the Program; and

WHEREAS, the Alliance has been created for the purpose of promoting the development of Interstate 69 within the State of Texas on behalf of various counties within the state;

WHEREAS, on an annual basis, the Alliance has been administering the Program for the County, and the County now desires to enter into a contract with the Alliance, whereby the Alliance will administer the Program on behalf of the County, including the provision of the following services, among others, in connection with the Program: (i) disseminating educational information to the public on the development of Interstate 69; (ii) supporting formal project authorization, appropriations and completion of Interstate 69 at both the state and federal levels; (iii) serving as the communication link for Interstate 69 development between the federal and state governments and the private sector throughout Texas; and (iv) providing information and comments on the development of Interstate 69 to

the executive branches of federal and state government, federal and state legislative bodies and committees, and administrative agencies; and

WHEREAS, the Alliance is agreeable to contracting with the County to assist the County in promoting the development of Interstate 69 as set forth above.

NOW, THEREFORE, the County and the Alliance do hereby covenant and agree as follows:

1. The County finds, determines and declares that continuing the development of the Program to promote the development of Interstate 69 within the State of Texas thereby establishing a network of highways capable of supporting increased trade will stimulate economic development, business location and commercial activity within the County.

2. The Alliance agrees to continue to administer the Program on behalf of the County, including the provision of the following services, among others, for the promotion of the development of Interstate 69 in the State of Texas: (i) dissemination of educational information to the public on the development of Interstate 69; (ii) support of formal project authorization, appropriations and completion of Interstate 69 at both the state and federal levels; (iii) serve as the communication link for Interstate 69 development between the federal and state governments and the private sector throughout Texas; and (iv) provide information and comments on the development of Interstate 69 to the executive branches of federal and state government, federal and state legislative bodies and committees, and administrative agencies.

3. The Alliance represents and agrees that (i) the Rio Grande Valley Mobility Task Force, an Ad Hoc Committee of the Rio Grande Valley Chamber of Commerce, Inc., a Texas nonprofit corporation (the "Task Force"), will be responsible for paying the Alliance for services in an amount based on the County's share of the Contribution Requirement attributable to its class of membership in the Alliance, as such is set forth in Article 1, Section 6 of the By-laws of the Alliance; (ii) payment by the County in the amount of $8,620.00 to the Task Force, which the County agrees to make within 30 days of the execution of this Agreement, for provision of services hereunder shall satisfy the County's obligations hereunder and (iii) the County shall bear no liability with respect to whether the Task Force fulfills any its obligations to the Alliance.

4. The Alliance shall use the funds specified in paragraph 3 above only for the purposes set forth in this Agreement.

5. The Alliance shall provide an annual report to County with respect to Alliance's activities regarding this Agreement.

6. This Agreement shall be effective on the date set forth below but the parties acknowledge it is for calendar year 2017 and expires on December 31, 2017.

[SIGNATURE PAGE FOLLOWS]

DRAFT

EXECUTED THIS 11th day of July, 2017.

HIDALGO COUNTY, TEXAS

By:_____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk
(SEAL)

APPROVED AS TO FORM FOR THE COUNTY:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

THE ALLIANCE FOR INTERSTATE 69 TEXAS

By:_____
Loyd Neal, Chairman

ATTEST:

_____
David Garza, Secretary-Treasurer

DRAFT

RE: 2017 RGV Mobility Task Force

From : Debra Goetz <dlg@atlashall.com> Tue, Jul 11, 2017 08:03 AM
Subject : RE: 2017 RGV Mobility Task Force 2 attachments
To : 'Michael Leo' <michael.leo@co.hidalgo.tx.us>
Cc : 'Virginia R Jones' <virginia.jones@co.hidalgo.tx.us>, 'Steve Crain' <scrain@atlashall.com>

Michael,

We had not received any comments on the draft we sent on June 22 (another copy of which is attached), which had been dated June 27 as the understanding was that it was on the agenda for that day. If it was not approved, the date should be changed. Other than that, and subject to the prior comment about confirmation of terms on your end, the form is approved.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dlg@atlashall.com

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This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

From: Michael Leo [mailto:michael.leo@co.hidalgo.tx.us]
Sent: Monday, July 10, 2017 11:03 AM
To: Debra Goetz
Cc: Virginia R Jones
Subject: Re: 2017 RGV Mobility Task Force

Can you please send a quick email with the agreement signifying legal approval.

Much appreciated,

Michael Leo, EDFP
Director of Economic Development

AI-60436 **District Attorney** **6. A.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Hidalgo County DA's Office - Region 3-Border Prosecution Unit (BPU) Grant (1281): Approval to submit a BPU Grant #2537806 budget adjustment to the Office of the Governor (OOG).

BACKGROUND

Approval to reallocate funds within the BPU categorical budget to purchase equipment.

This will reallocate funds but will not increase or decrease the amount of the grant.

Approval to accept grant AI#56701 10/04/2016.

Fiscal Impact

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

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

BUDGETARY IMPACT:

No budgetary impact.

Grant Fiscal Year: 2017
County Calendar Year: 2017

Program Fund: BP - Border Prosecution Unit - OOG

Attachments

Original Budget
Revised Budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/23/2017 11:06 AM
Ivan Cantu	Ivan Cantu	06/23/2017 01:24 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Ramiro Sendejo		Started On: 06/23/2017 10:30 AM
Final Approval Date: 07/07/2017		

Print This Page

Agency Name: Hidalgo County
Grant/App: 2537806 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Region 3-Border Prosecution Unit
Status: Active Grant

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Cell Phone service and Data Cards for all three (3) Assistant District Attorneys assigned to work under the BPU grant.	$5,012.00	$0.00	$0.00	$0.00	$5,012.00	0
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Three ShoreTel IP Phones (2 replacements, 1 new) IP480g, plus licenses and support. Not purchased last fiscal year due to licensing issues.	$1,200.00	$0.00	$0.00	$0.00	$1,200.00	0
Travel and Training	In-State Incidentals and/or Mileage	Mileage and Incidentals for two prosecutors and Criminal District Attorney when required to travel to attend seminars/training for BPU. These employees are not assigned a County vehicle nor a fuel card, therefore they would travel using their personal vehicles.	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Travel to attend seminars in order to meet the required CLE hours and BPU meetings/trainings. Also travel will include assisting	$10,000.00	$0.00	$0.00	$0.00	$10,000.00	0

		District Attorneys with case preparations, prosecutions and technical support within Region 3 and throughout Texas. Travel would include meals or air fare, hotel, hotel parking.						
Travel and Training	In-State Registration Fees, Training, and/or Travel	Training-Region 3 Regional Counsel and/or Assistant District Attorneys will hold training sessions and seminars for law enforcement throughout all regions and Texas; will include seminar registration and/or joint training with state and local law enforcement agencies.	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture ($5,000 or less per unit)	One Bookshelf	$300.00	$0.00	$0.00	$0.00	$300.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies - paper, pens, pads, folders, paper clips, post-its, etc...	$4,700.00	$0.00	$0.00	$0.00	$4,700.00	0
Supplies and Direct Operating Expenses	Printer, Fax, and/or Scanner Equipment and Accessories ($5,000 or less per unit)	Epson WorkForce WF-100 Mobile Printer to be used by Region 3 Counsel.	$250.00	$0.00	$0.00	$0.00	$250.00	0
Personnel	Prosecutor	Assistant District Attorney IV/BPU Region 3 Counsel-Prosecutor assigned to assist law enforcement	$114,167.76	$0.00	$0.00	$0.00	$114,167.76	100

		agencies and District Attorney's Offices within Region 3 and throughout Texas, with case preparation, sharing of information on trends on different type of cases, conducting trainings for law enforcement officers and coordinating with agencies in and out of the region. Amount includes salary ($86,587.75) and fringes (longevity $5,000.00, health insurance $6,160.09, life insurance $37.51, FICA $6,623.96, retirement $9,143.67, unemployment comp. $519.53, worker's comp. $95.25) for a total of $114,167.80.						
Personnel	Prosecutor	Assistant District Attorney III - Prosecutor assigned to provide legal resources and support to the Department of Public Safety-TAG (Texas Anti-Gang); also, prosecutor provides preparation and prosecution of criminal cases. Amount includes salary ($86,587.75) and fringes (longevity $2,400.00, health insurance $6160.09, life	$111,654.34	$0.00	$0.00	$0.00	$111,654.34	100

		insurance $37.51, FICA $6,623.96, retirement $9,143.67, unemployment comp. $519.53, workers comp. $181.83) for a total of $111,654.34.						
Personnel	Prosecutor	Assistant District Attorney III - Prosecutor assigned to assist law enforcement agencies in Hidalgo County with case preparation and prosecution of criminal cases. Amount includes salary ($86,587.75) and fringes (health insurance $6,160.09, life insurance $37.51, FICA $6,623.96, retirement $9,143.67, unemployment comp. $519.53, workers comp. $95.25) for a total of $109,167.76.	$109,167.76	$0.00	$0.00	$0.00	$109,167.76	100
Supplies and Direct Operating Expenses	Vehicle Operating Cost (e.g., fuel, lubricants, maintenance, storage)	A vehicle (high mileage) has been assigned 100% of the time to the Region 3 Prosecutor. Region 3 consist of 10 different counties and he will be making visits to the different law enforcement agencies and District Attorney Offices within the region and throughout Texas. He will also use vehicle to drive to the BPU directors	$12,548.14	$0.00	$0.00	$0.00	$12,548.14	0

		in different areas of Texas. Monies would cover fuel, vehicle yearly state inspection, maintenance expenses, lubrication, tires and any other repairs needed.						

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

Print This Page

Agency Name: Hidalgo County
Grant/App: 2537806 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Region 3-Border Prosecution Unit
Status: Pending Grantee Certification

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Cell Phone service and Data Cards for all three (3) Assistant District Attorneys assigned to work under the BPU grant.	$5,012.00	$0.00	$0.00	$0.00	$5,012.00	0
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Three ShoreTel IP Phones (2 replacements, 1 new) IP480g, plus licenses and support. Not purchased last fiscal year due to licensing issues.	$1,200.00	$0.00	$0.00	$0.00	$1,200.00	0
Equipment	Desktop System and Accessories	Wireless mouse	$38.12	$0.00	$0.00	$0.00	$38.12	1
Equipment	Desktop System and Accessories	USB speakers	$49.36	$0.00	$0.00	$0.00	$49.36	2
Equipment	Desktop System and Accessories	Wireless speakers	$83.34	$0.00	$0.00	$0.00	$83.34	1
Equipment	Desktop System and Accessories	Wireless Presenter	$54.50	$0.00	$0.00	$0.00	$54.50	1
Travel and Training	In-State Incidentals and/or Mileage	Mileage and Incidentals for two prosecutors and Criminal District Attorney when required to travel to attend seminars/training for BPU. These employees are not assigned a County	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0

		vehicle nor a fuel card, therefore they would travel using their personal vehicles.						
Travel and Training	In-State Registration Fees, Training, and/or Travel	Travel to attend seminars in order to meet the required CLE hours and BPU meetings/trainings. Also travel will include assisting District Attorneys with case preparations, prosecutions and technical support within Region 3 and throughout Texas. Travel would include meals or air fare, hotel, hotel parking.	$10,000.00	$0.00	$0.00	$0.00	$10,000.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Training-Region 3 Regional Counsel and/or Assistant District Attorneys will hold training sessions and seminars for law enforcement throughout all regions and Texas; will include seminar registration and/or joint training with state and local law enforcement agencies.	$2,556.91	$0.00	$0.00	$0.00	$2,556.91	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture ($5,000 or less per unit)	One Bookshelf	$300.00	$0.00	$0.00	$0.00	$300.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture ($5,000 or less per unit)	One 42" Table, base and Four chairs and accessories	$3,500.00	$0.00	$0.00	$0.00	$3,500.00	0

Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies - paper, pens, pads, folders, paper clips, post-its, etc...	$4,700.00	$0.00	$0.00	$0.00	$4,700.00	0
Equipment	Overhead / Multimedia Projector and Accessories	Projector	$806.32	$0.00	$0.00	$0.00	$806.32	1
Supplies and Direct Operating Expenses	Printer, Fax, and/or Scanner Equipment and Accessories ($5,000 or less per unit)	Epson WorkForce WF-100 Mobile Printer to be used by Region 3 Counsel.	$250.00	$0.00	$0.00	$0.00	$250.00	0
Supplies and Direct Operating Expenses	Printer, Fax, and/or Scanner Equipment and Accessories ($5,000 or less per unit)	Printer	$199.05	$0.00	$0.00	$0.00	$199.05	0
Personnel	Prosecutor	Assistant District Attorney IV/BPU Region 3 Counsel-Prosecutor assigned to assist law enforcement agencies and District Attorney's Offices within Region 3 and throughout Texas, with case preparation, sharing of information on trends on different type of cases, conducting trainings for law enforcement officers and coordinating with agencies in and out of the region. Amount includes salary ($86,587.75) and fringes (longevity $5,000.00, health insurance	$114,167.76	$0.00	$0.00	$0.00	$114,167.76	100

		$6,160.09, life insurance $37.51, FICA $6,623.96, retirement $9,143.67, unemployment comp. $519.53, worker's comp. $95.25) for a total of $114,167.80.						
Personnel	Prosecutor	Assistant District Attorney III - Prosecutor assigned to provide legal resources and support to the Department of Public Safety-TAG (Texas Anti-Gang); also, prosecutor provides preparation and prosecution of criminal cases. Amount includes salary ($86,587.75) and fringes (longevity $2,400.00, health insurance $6160.09, life insurance $37.51, FICA $6,623.96, retirement $9,143.67, unemployment comp. $519.53, workers comp. $181.83) for a total of $111,654.34.	$111,654.34	$0.00	$0.00	$0.00	$111,654.34	100
Personnel	Prosecutor	Assistant District Attorney III - Prosecutor assigned to assist law enforcement agencies in Hidalgo County with case preparation and prosecution of criminal cases. Amount includes salary	$109,167.76	$0.00	$0.00	$0.00	$109,167.76	100

		($86,587.75) and fringes (health insurance $6,160.09, life insurance $37.51, FICA $6,623.96, retirement $9,143.67, unemployment comp. $519.53, workers comp. $95.25) for a total of $109,167.76.						
Supplies and Direct Operating Expenses	Vehicle Operating Cost (e.g., fuel, lubricants, maintenance, storage)	A vehicle (high mileage) has been assigned 100% of the time to the Region 3 Prosecutor. Region 3 consist of 10 different counties and he will be making visits to the different law enforcement agencies and District Attorney Offices within the region and throughout Texas. He will also use vehicle to drive to the BPU directors in different areas of Texas. Monies would cover fuel, vehicle yearly state inspection, maintenance expenses, lubrication, tires and any other repairs needed.	$10,105.05	$0.00	$0.00	$0.00	$10,105.05	0
Supplies and Direct Operating Expenses	Video Camera and/or Recorder	Portable Projector Screen	$155.49	$0.00	$0.00	$0.00	$155.49	0

AI-60341 **HIDTA - Task Force** **7. A.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Maria Del Rosario Gonzalez, HIDTA

Submitted By: Maria Del Rosario Gonzalez, HIDTA

Department: HIDTA

Information

CAPTION

HIDTA Task Force (1291):
1. Authorization and approval to accept the Cooperative Grant Agreement Award Number (FAIN) G17SS0002A between Hidalgo County and the Executive Office of the President Office of National Drug Control Policy in the supplemental amount of $292,796.00 for the grant period of 01/01/2017-12/31/2018.
2. Approval of certification of revenues, as certified by the County Auditor for the HIDTA Task Force Grant.
3. Approval of appropriation of funds for the Hidalgo County District Attorney's Office HIDTA Task Force in the amount of $292,796.00.

BACKGROUND

Grant Award is "Consistent with P.L. 114-254, the Continuing Appropriations Resolution , 2017, this modification document provides a total budget and spending ceiling as reflected in Block 10 of the Grant Award document, which represents funds at a rate of 42.7% of the fiscal year 2016 funding level. Accordingly, the sum of all budgets cannot exceed the award amount reflected in Block 10 of the Grant Award document. The Office of National Drug Control Policy acknowledges that the aforementioned funding level is below the stated budget requirements: however, additional funding cannot be made available until enacted through public law."

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1291-412-00-270-003-7-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for the HIDTA Task Force FY 2017 grant (fund 1291).
Funds are available as of 7/5/17.

Attachments

2017 Grant Mod1

Request for COR Email

Appropriation
Certification of Revenues

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/21/2017 04:42 PM
Ivan Cantu	Ivan Cantu	07/05/2017 11:25 AM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 06/19/2017 04:10 PM

Final Approval Date: 07/07/2017

June 19, 2017

Mr. Ramon Garcia
Hidalgo County Auditor's Office
3100 S. Closner, Foxtrot Building
Edingburg, TX 78539-9670

Dear Mr. Garcia:

Grant number G17SS0002A has been increased and now totals $685,705.

The original of Modification 1 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please contact Jayme Delano at (202) 395-6794.

Sincerely,

Michael K. Gottlieb

Michael K. Gottlieb
Associate Director

Enclosures

Executive Office of the President **Office of National Drug Control Policy**	AWARD Grant	Page 1 of 1
1. Recipient Name and Address Mr. Ramon Garcia Hidalgo County Auditor's Office 3100 S. Closner, Foxtrot Building Edingburg, TX 78539-9670	4. Award Number: G17SS0002A 5. Grant Period: From 01/01/2017 to 12/31/2018	
2. Total Amount of the Federal Funds Obligated: $685,705	6. Federal Award Date: 6/19/2017	7. Action Initial [X] Supplemental
2A. Budget Approved by the Federal Awarding Agency $685,705	8. Supplement Number 1	
3. CFDA Name and Number: *High Intensity Drug Trafficking Areas Program - 95.001*	9. Previous Award Amount: $392,909	
3A. Project Description *High Intensity Drug Trafficking Areas (HIDTA) Program*	10. Amount of Federal Funds Obligated by this Action: $292,796 11. Total Amount of Federal Award: $685,705	
12. The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.		
13. Statutory Authority for Grant: Public Law 114-254 and Public Law 115-31		
AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**	
14. Typed Name and Title of Approving Official Michael K. Gottlieb Associate Director Office of National Drug Control Policy	15. Typed Name and Title of Authorized Official Ramon Garcia Hidalgo County [illegible] Judge	
16. Signature of Approving ONDCP Official Michael K. Gottlieb	17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY		
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND1070DB1718XX OND6113 OND2000000000 OC 410001	

Initiative Cash by HIDTA

FY 2017

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - South Texas	**Hidalgo County Auditor's Office**	Hidalgo County DA HIDTA Task Force	685,705.00	Investigation	G17SS0002A
	Agency Total : Hidalgo County Auditor's Office		**685,705.00**		
Total			**685,705.00**		

Budget Detail

2017 - SWB - South Texas

Initiative - Hidalgo County DA HIDTA Task Force

Award Recipient - Hidalgo County Auditor's Office (G17SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)		***$685,705.00***
Personnel	**Quantity**	**Amount**
Administrative Staff	1	$42,000.00
Analyst - Intelligence	1	$35,885.00
Financial Staff	1	$11,000.00
Investigative - Law Enforcement Officer	7	$440,917.00
Total Personnel		**$529,802.00**
Fringe	**Quantity**	**Amount**
Administrative staff	1	$12,600.00
Analyst - Intelligence	1	$10,766.00
Financial staff	1	$3,193.00
Investigative - Law Enforcement Officer	7	$129,344.00
Total Fringe		**$155,903.00**
Total Budget		**$685,705.00**

FW: Certification of Revenues FY 17 HIDTA grant AI 60341 July 5, 2017 11:22 AM

Fro m: Rosie Gonzalez

To: ivan cantu

2017 Grant Mod 1 AI 60341.pdf (267.5 KB) Download | Briefcase | Remove

Good morning Ivan,

As requested, this is the request for the Certification of Revenues I sent to Itsayana at the Auditors' office. Should you need any additional information, feel free to contact me.

Thank you,

Rosie Gonzalez
Accountant
Hidalgo County
HIDTA Task Force
P O Box 5719
McAllen, TX 78502
Office (956) 381-0444
Fax (956) 381-8722
Email: rgonzalez@hidtataskforce.us

From: Rosie Gonzalez
Sent: Tuesday, June 27, 2017 3:40 PM
To: 'Itsayana Vallejo' <Itsayana.Vallejo@auditor.co.hidalgo.tx.us>
Cc: 'Deborah Fischer' <Deborah.Fischer@auditor.co.hidalgo.tx.us>; Juan Sifuentes, Commander <jsifuentes2@hidtataskforce.us>
Subject: Certification of Revenues FY 17 HIDTA grant AI 60341

Good afternoon Itsayana,

Attached is the information in regards to the FY17 HIDTA grant for the rest of the grant funds. Can you please prepare a Certification of Revenues for Acct. # 7-1291-412-00-270-003-7-XXX. Should you need any additional information, feel free to contact me.

Thank you,

Rosie Gonzalez
Accountant
Hidalgo County
HIDTA Task Force
P O Box 5719
McAllen, TX 78502
Office (956) 381-0444
Fax (956) 381-8722
Email: rgonzalez@hidtataskforce.us

DATE: June 20, 2017

DEPARTMENT HEAD: Ricardo Rodriguez,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1291-412-00-270-003-7-xxx

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME	Funding Rate
7-1291-412-00-270-003-7-	113	Full - time Employees	**226,226.00**
7-1291-412-00-270-003-7-	211	Health Insurance	**22,399.00**
7-1291-412-00-270-003-7-	212	Life Insurance	**155.00**
7-1291-412-00-270-003-7-	220	FICA / Social Security Contributions	**17,306.00**
7-1291-412-00-270-003-7-	230	Retirement	**19,399.00**
7-1291-412-00-270-003-7-	250	Unemployment Compensation	**1,357.00**
7-1291-412-00-270-003-7-	260	Workers' Compensation	**5,954.00**
		TOTAL APPROPRIATIONS	**292,796.00**
7-1291-331-10-270-003-7-	000	**HIDTA TASK FORCE REVENUE**	**292,796.00**

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).
Retirement is budgeted less than the required amount. The HIDTA Policy and Budget Guidance states that the fringe benefit package (per employee) should not exceed 30 percent of the salary. Chapter 59 funds will offset the retirement deficit.

APPROVED BY
COMMISSIONER'S COURT

___/___/___
DATE

DEPARTMENT HEAD SIGNATURE

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

June 30, 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 § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Executive Office of the President - Office of National Drug Control Policy. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$292,796.00	Award No. G17SS0002A - High Intensity Drug Trafficking Areas (HIDTA) Supplement Number 1

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

7/10/17
Date

Ray 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, 345TH D.C. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

AI-60341 **HIDTA - Task Force** **8. A.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Maria Del Rosario Gonzalez, HIDTA

Submitted By: Maria Del Rosario Gonzalez, HIDTA

Department: HIDTA

Information

CAPTION

HIDTA Task Force (1291):
1. Authorization and approval to accept the Cooperative Grant Agreement Award Number (FAIN) G17SS0002A between Hidalgo County and the Executive Office of the President Office of National Drug Control Policy in the supplemental amount of $292,796.00 for the grant period of 01/01/2017-12/31/2018.
2. Approval of certification of revenues, as certified by the County Auditor for the HIDTA Task Force Grant.
3. Approval of appropriation of funds for the Hidalgo County District Attorney's Office HIDTA Task Force in the amount of $292,796.00.

BACKGROUND

Grant Award is "Consistent with P.L. 114-254, the Continuing Appropriations Resolution , 2017, this modification document provides a total budget and spending ceiling as reflected in Block 10 of the Grant Award document, which represents funds at a rate of 42.7% of the fiscal year 2016 funding level. Accordingly, the sum of all budgets cannot exceed the award amount reflected in Block 10 of the Grant Award document. The Office of National Drug Control Policy acknowledges that the aforementioned funding level is below the stated budget requirements: however, additional funding cannot be made available until enacted through public law."

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1291-412-00-270-003-7-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for the HIDTA Task Force FY 2017 grant (fund 1291).
Funds are available as of 6/19/17.

Attachments

2017 Grant Mod1

appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/21/2017 04:42 PM
Ivan Cantu		
Final Approval		
Form Started By: Maria Del Rosario Gonzalez		Started On: 06/19/2017 04:10 PM

Itsayana Vallejo

From: Rosie Gonzalez [rgonzalez@hidtataskforce.us]
Sent: Tuesday, June 27, 2017 3:40 PM
To: Itsayana Vallejo
Cc: Deborah Fischer; Juan Sifuentes, Commander
Subject: Certification of Revenues FY 17 HIDTA grant AI 60341
Attachments: 2017 Grant Mod 1 AI 60341.pdf

Good afternoon Itsayana,

Attached is the information in regards to the FY17 HIDTA grant for the rest of the grant funds.
Can you please prepare a Certification of Revenues for Acct. # 7-1291-412-00-270-003-7-XXX.
Should you need any additional information, feel free to contact me.

Thank you,

Rosie Gonzalez
Accountant
Hidalgo County
HIDTA Task Force
P O Box 5719
McAllen, TX 78502
Office (956) 381-0444
Fax (956) 381-8722
Email: rgonzalez@hidtataskforce.us

June 19, 2017

Mr. Ramon Garcia
Hidalgo County Auditor's Office
3100 S. Closner, Foxtrot Building
Edingburg, TX 78539-9670

Dear Mr. Garcia:

Grant number G17SS0002A has been increased and now totals $685,705.

The original of Modification 1 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please contact Jayme Delano at (202) 395-6794.

Sincerely,

Michael K. Gottlieb

Michael K. Gottlieb
Associate Director

Enclosures

Executive Office of the President **Office of National Drug Control Policy**	AWARD Grant	Page 1 of 1
1. Recipient Name and Address Mr. Ramon Garcia Hidalgo County Auditor's Office 3100 S. Closner, Foxtrot Building Edingburg, TX 78539-9670	4. Award Number: G17SS0002A 5. Grant Period: From 01/01/2017 to 12/31/2018	
2. Total Amount of the Federal Funds Obligated: $685,705	6. Federal Award Date: 6/19/2017	7. Action Initial [X] Supplemental
2A. Budget Approved by the Federal Awarding Agency $685,705	8. Supplement Number 1	
3. CFDA Name and Number: *High Intensity Drug Trafficking Areas Program - 95.001*	9. Previous Award Amount: $392,909	
3A. Project Description *High Intensity Drug Trafficking Areas (HIDTA) Program*	10. Amount of Federal Funds Obligated by this Action: $292,796 11. Total Amount of Federal Award: $685,705	
12. The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.		
13. Statutory Authority for Grant: Public Law 114-254 and Public Law 115-31		
AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**	
14. Typed Name and Title of Approving Official Michael K. Gottlieb Associate Director Office of National Drug Control Policy	15. Typed Name and Title of Authorized Official Ramon Garcia Hidalgo County ~~XXXXXXXXXX~~ Judge	
16. Signature of Approving ONDCP Official Michael K. Gottlieb	17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY		
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND1070DB1718XX OND6113 OND2000000000 OC 410001	

Initiative Cash by HIDTA

FY 2017

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - South Texas	**Hidalgo County Auditor's Office**	Hidalgo County DA HIDTA Task Force	685,705.00	Investigation	G17SS0002A
	Agency Total : Hidalgo County Auditor's Office		**685,705.00**		
Total			**685,705.00**		

6/9/2017 2:13:48 PM

Budget Detail

2017 - SWB - South Texas

Initiative - Hidalgo County DA HIDTA Task Force

Award Recipient - Hidalgo County Auditor's Office (G17SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)		***$685,705.00***
Personnel	**Quantity**	**Amount**
Administrative Staff	1	$42,000.00
Analyst - Intelligence	1	$35,885.00
Financial Staff	1	$11,000.00
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Total Personnel		**$529,802.00**
Fringe	**Quantity**	**Amount**
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Analyst - Intelligence	1	$10,766.00
Financial staff	1	$3,193.00
Investigative - Law Enforcement Officer	7	$129,344.00
Total Fringe		**$155,903.00**
Total Budget		**$685,705.00**

DATE: June 20, 2017

DEPARTMENT HEAD: Ricardo Rodriguez,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1291-412-00-270-003-7-xxx

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME	Funding Rate
7-1291-412-00-270-003-7-	113	Full - time Employees	226,226.00
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7-1291-412-00-270-003-7-	260	Workers' Compensation	5,954.00
		TOTAL APPROPRIATIONS	**292,796.00**

7-1291-331-10-270-003-7-	000	**HIDTA TASK FORCE REVENUE**	**292,796.00**

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).
Retirement is budgeted less than the required amount. The HIDTA Policy and Budget Guidance states that the fringe benefit package (per employee) should not exceed 30 percent of the salary. Chapter 59 funds will offset the retirement deficit.

APPROVED BY
COMMISSIONER'S COURT

__/__/__
DATE

DEPARTMENT HEAD SIGNATURE

AI-60410 **Constable Pct. #1** **8. A.**

CC - REGULAR

Meeting Date: 07/11/2017

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:
Discussion, consideration, and approval to appoint Ruben Pena as Reserve Deputy Constable by Constable Celestino Avila Jr, Constable Pct. 1 in accordance with Texas Local Government Code Section 86.012.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Reserve Deputies are not part of County Payroll. No funds required for this request.

Attachments

LGC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/22/2017 02:34 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Joe Espinoza		Started On: 06/22/2017 02:14 PM
Final Approval Date: 07/07/2017		

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-60488 **Constable Pct. #2** **9. A.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Martin Cantu, CONSTABLE PCT. #2

Submitted By: Norma Castrellon, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

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. Item needed to be purchased through current term are such as but not limited to table clothes, banners, pens, pencils and etc. as these items wil 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?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Department will use appropriate funding to make permitted expenditures.

Attachments

Legislative Art 3 Sec 52

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/27/2017 10:53 AM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Norma Castrellon Started On: 06/27/2017 09:33 AM

Final Approval Date: 07/07/2017

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-60483 **Purchasing Department** **9. B.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Martin Cantu, CONSTABLE PCT. #2

Submitted By: Norma Castrellon, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

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 "picture frames" to be used for public outreach and education to identify the command staff portraits that will be displayed at the Hidalgo County Constable Pct. 2 Office, requisition #00345109 amount $66.73.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-292-001-0-550

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

BUDGETARY IMPACT:

Funding available as of 07/05/17 through req# 345109.

Attachments

requisition

Law Constitution

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/02/2017 01:20 PM
Budget & Management	Veronica Ortiz	07/03/2017 08:56 AM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Norma Castrellon		Started On: 06/26/2017 04:26 PM
Final Approval Date: 07/07/2017		

345109

GULF DATA PRODUCTS

Kevin Kanipe
Gulf Data Products
810 East Harrison
Harlingen, TX 78550
956.421.5711
gulfdataproducts@gmail.com

June 19, 2017

Norma Castrellon
Constable Martin "Marty" Cantu

(p) 956-784-3510 x 2303
(e) norma.castrellon1@co.hidalgo.tx.us

Re: Constable Martin "Marty" Cantu

Norma,

Here are the prices for the new pictures.

1 - 8" X 10" Picture (Zuniga) 96235 @ $4.25 each

2 - 14" X 11" Picture 96235 @ $11.25 each

2 - 12 X 18" 96235 @ $19.99 each

Total $66.73

Please let me know if you have any questions or if I can be of any further assistance.

Thank you,
Kevin Kanipe

Log In | Sign Up

Justia › US Law › Texas Law › Texas Constitution › Art 3 - Sec 52

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,

AI-60594 **Constable Pct. #4** **10. A.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted By: Glinda Pacheco, EXECUTIVE OFFICE

Department: CONSTABLE PCT. #4

Information

CAPTION

1. Approval to accept the National Incident Based Reporting System (NIBRS) grant award.

2. Approval and authorization for County Judge, as authorized official, to sign terms and conditions agreement and any other required documents.

BACKGROUND

Approval to apply for grant through a ratification was given on 02/6/17 (AI#58352).

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1284-421-00-294-093-X-XXX

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

BUDGETARY IMPACT:

Appropriation of funds will be done at a later date.
The grant does not require a match in funds.
Total award amount: $7,500.00

Attachments

Grant letter
Statement of Award

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/06/2017 11:35 AM
Ivan Cantu	Ivan Cantu	07/06/2017 02:07 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Glinda Pacheco		Started On: 07/06/2017 11:12 AM
Final Approval Date: 07/07/2017		

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Camille Cain
Executive Director
Criminal Justice Division

Statement of Grant Award (SOGA)

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

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

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

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

Grant Number:	3283101	**Award Amount:**	$7,500.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	03/01/2017 - 04/30/2019	**Grantee In Kind Match:**	$0.00
Liquidation Date:	07/29/2019	**Total Project Cost:**	$7,500.00
Program Fund:	NB-National Incident-Based Reporting System (NIBRS)		
Grantee Name:	Hidalgo County		
Project Title:	NIBRS Upgrade		
Grant Manager:	Sylvia Garcia		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2017-NB-ST-0024
Total Federal Award/State Funds Appropriated:	$16,200,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	N/A - State Funds

AI-60522 **Sheriff's Office** **11. A.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Joel Rivera, SHERIFF DEPT. **Submitted By:** Erica Chapa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval to remove from County Inventory list, County Asset #67924, K9 "Munya", a male Belgian Malinois, due to failure to comply with grant conditions as per grant donor.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to the Co.

Attachments

K9 Agreement

Documents

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/29/2017 04:34 PM
Budget & Management	Veronica Ortiz	06/29/2017 04:35 PM
Ivan Cantu	Ivan Cantu	07/05/2017 10:02 AM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Erica Chapa		Started On: 06/29/2017 02:01 PM
Final Approval Date: 07/07/2017		

K9s4COPs INC.
501 (C)(3) NON-PROFIT
TIN 27-3659405

Hidalgo County Sheriff Office
P.O. Box 1228
Edinburg, TX 78542

RE: K9s4COPs Grant Agreement Terms and Conditions

To whom it concerns:

It is with regret that K9s4COPs sends this letter requesting the return of a K9 Munya from the Hidalgo County Sheriff's Department ("SO"). In March 2016, K9s4COPs granted K9 Munya, a dual purpose K9 officer, to the SO subject to the SO's compliance with the K9s4COPs Grant Agreement Terms and Conditions ("Grant Agreement"). Under the Grant Agreement, K9s4COPs grants K9 officers subject to fulfillment of certain conditions. One of those conditions states that a K9 officer "shall be returned to K9s4COPs" if the grantee organization fails to comply with any of the conditions of the grant.

We understand K9 Munya was assigned to Officer Frank Guerrero, and the SO agreed that Officer Guerrero and K9 Munya would attend a three-week narcotics class, and a six-week patrol class. It has come to our attention that Officer Guerrero attended the narcotics class, but has not attended any of the patrol classes that have been offered, the last of which was scheduled to begin on June 12, 2017. The failure of Officer Guerrero and K9 Munya to complete this training required under the Grant Agreement necessitates that K9s4COPs demand the return of K9 Munya.

Kristi Schiller, K9s4COPs founder, contacted Sheriff Eddie Guerra on or about Friday, June 16, 2017 with concerns over the SO's noncompliance with the Grant Agreement. While it is a regrettable situation, under these circumstances, it was agreed that K9 Munya would be returned to K9s4COPs on or about Tuesday, June 20, 2017, in compliance with the Grant Agreement.

K9s4COPs appreciates the work and sacrifices made by the Hidalgo County Sheriff's Office in serving the community and making it a safer place for all, and we wish it continued safety and support in the future.

Best personal regards,

Kristi Schiller
Founder, K9s4COPs

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Grant Originating Donor	9999
TRANSFER FROM:	Sheriff's Office	0280

TF# _____

CONTACT INFORMATION:

NAME (PRINT Steve Herrera | PHONE. 956-393-6154 | FAX NO.: 956-393-6020 | E-MAIL: steve.herrera@hidalgoso.org

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

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

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	K-9 Munya	67924	None	G
2				
3				
4				
5				
6				
7				
8				
9				
10				

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT. _____ _____

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: Failure To Comply With Grant Conditions As Per Grant Donor

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

PLEASE USE BLUE INK TO SIGN

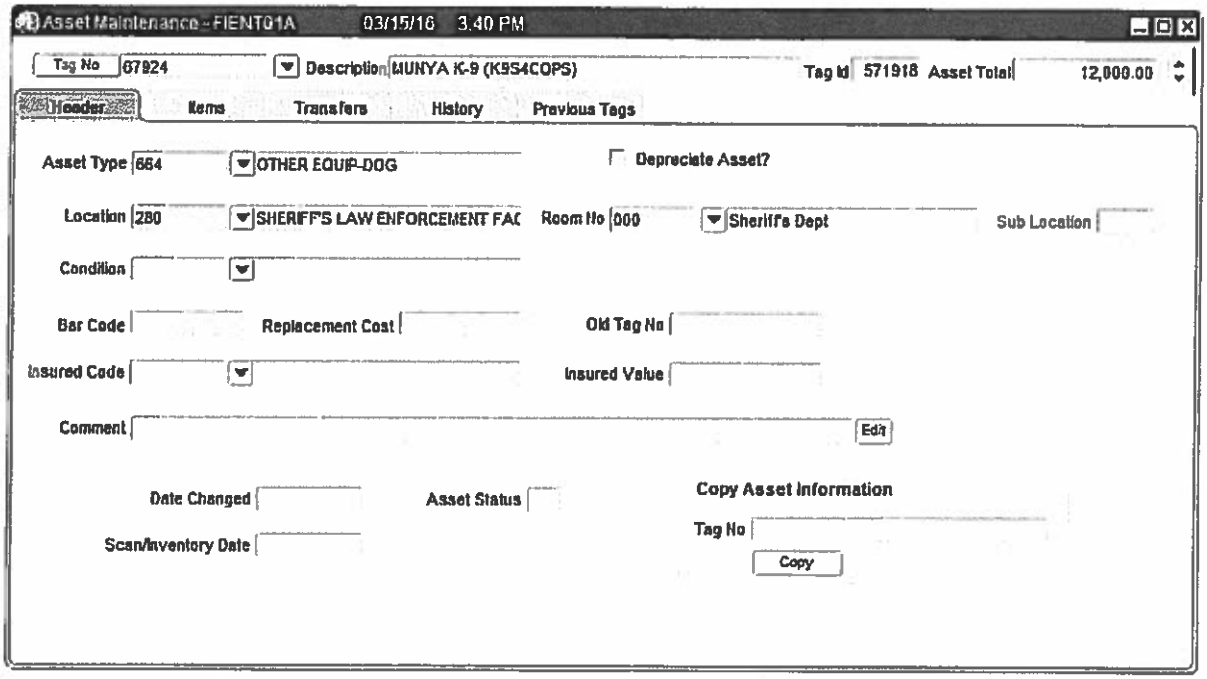
	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	*MARTHA L. SALAZAR*		
Contact Person transferring item(s) out	Steve Herrera		6/28/17
Person receiving Item(s)			
Reviewed & Processed by FA Division			

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

DATE INITIAL

EFFECTIVE DATE 03/01/13

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


Asset Maintenance - FIENT01A 03/15/16 3:40 PM
Tag No 67924
Description MUNYA K-9 (K9S4COPS)
Tag Id 571918 Asset Total 12,000.00
Header
Items
Transfers
History
Previous Tags
Asset Type 664 OTHER EQUIP-DOG
Depreciate Asset?
Location 280 SHERIFF'S LAW ENFORCEMENT FAC
Room No 000 Sheriffs Dept
Sub Location
Condition
Bar Code
Replacement Cost
Old Tag No
Insured Code
Insured Value
Comment
Edit
Date Changed
Asset Status
Copy Asset Information
Tag No
Scan/Inventory Date
Copy

AI-60631 **Sheriff's Office** **11. B.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Joel Rivera, SHERIFF DEPT. **Submitted By:** Erica Chapa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

A. Pursuant to Tx. Local Gov't. Code, Subchapter D-263.151(2)(A) &/or (B), declaration of Asset No: 038751 issued firearm [as further detailed in supporting documentation contained herein] as "Surplus" for the purpose of disposition [as permitted by Gov't. Code 614];

B. Pursuant to Gov't. Code, Section 614, [permitting a peace officer retiring from a governmental entity to purchase their assigned firearm] requesting that Hidalgo County Commissioner's Code approve the value of Sr. Deputy Juan Sifuentes issued firearm at the Fixed Asset Value [supporting documentation attached] at $50.88.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The fiscal impact will be receipt of $50.88 from the retiring officer.

Attachments

GOVERNMENT CODE CHAPTER 614.051
Local Gov't Code
Email Request
Depreciation Form
Transfer Form

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/07/2017 10:30 AM

Budget & Management	Veronica Ortiz	07/07/2017 10:37 AM
Linda Flores	Linda Flores	07/07/2017 11:24 AM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Erica Chapa Started On: 07/07/2017 08:32 AM

Final Approval Date: 07/07/2017

employee.

(c) In addition to the requirement of Subsection (b), the officer or employee may not be indefinitely suspended or terminated from employment based on the subject matter of the complaint unless:

(1) the complaint is investigated; and

(2) there is evidence to prove the allegation of misconduct.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by:

Acts 2005, 79th Leg., Ch. 507 (H.B. 639), Sec. 1, eff. September 1, 2005.

SUBCHAPTER C. PROHIBITION AGAINST COLLECTING DEBT FOR ANOTHER

Sec. 614.041. COLLECTING DEBT FOR ANOTHER; OFFENSE. (a) A peace officer commits an offense if the officer:

(1) accepts for collection or undertakes the collection of a claim for debt for another, unless the officer acts under a law that prescribes the duties of the officer; or

(2) accepts compensation not prescribed by law for accepting for collection or undertaking the collection of a claim for debt for another.

(b) An offense under Subsection (a) is a misdemeanor punishable by a fine of not less than $200 or more than $500.

(c) In addition to the fine, the peace officer may be removed from office.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

SUBCHAPTER D. PURCHASE OF FIREARM OF HONORABLY RETIRED OR DECEASED PEACE OFFICER

Sec. 614.0505. DEFINITION. In this subchapter, "governmental entity" means a state agency, a county, a municipality, or a joint board for which the constituent agencies are populous home-rule municipalities.

Added by Acts 2015, 84th Leg., R.S., Ch. 359 (H.B. 2135), Sec. 2, eff. September 1, 2015.

Sec. 614.051. PURCHASE OF FIREARM BY HONORABLY RETIRED PEACE OFFICER. (a) An individual may purchase a firearm from a governmental entity if:

(1) the individual was a peace officer commissioned by the entity;

(2) the individual was honorably retired from the individual's commission by the entity;

(3) the firearm had been previously issued to the individual by the entity; and

(4) the firearm is not a prohibited weapon under Section 46.05, Penal Code.

(b) An individual may purchase only one firearm from a governmental entity under this section.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 14.37, eff. Sept. 1, 1995. Amended by:

Acts 2015, 84th Leg., R.S., Ch. 359 (H.B. 2135), Sec. 3, eff. September 1, 2015.

Sec. 614.052. PURCHASE OF FIREARM BY SURVIVING SPOUSE, CHILD, OR PARENT OF DECEASED PEACE OFFICER. (a) An individual listed under Subsection (b) may purchase a firearm from a governmental entity if:

(1) the firearm had been previously issued by the entity to a peace officer commissioned by the entity who died while commissioned, without regard to whether the officer died while discharging the officer's official duties; and

(2) the firearm is not a prohibited weapon under Section 46.05, Penal Code.

(b) Individuals who may purchase the firearm under Subsection (a) are, in order of precedence:

(1) the surviving spouse of the deceased peace officer;

(2) a child of the deceased peace officer; and

(3) a parent of the deceased peace officer.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 14.38, eff. Sept. 1, 1995. Amended by:

Acts 2015, 84th Leg., R.S., Ch. 359 (H.B. 2135), Sec. 4, eff. September 1, 2015.

Sec. 614.053. PURCHASE PRICE OF FIREARM. A governmental entity shall establish the amount, which may not exceed fair market value, for which a firearm may be purchased under this subchapter.

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

Sec. 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989.

Sec. 263.152. DISPOSITION. (a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code; or

(6) order any vehicle retired under a program designed to encourage the use of low-emission vehicles to be crushed and recycled, if practicable, without a competitive bid or auction.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment under Section 2175.904(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, Sec. 2; Acts 2003, 78th Leg., ch. 345, Sec. 3.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 416, Sec. 3, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 237, Sec. 1, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 746, Sec. 5, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 254, Sec. 1, eff. May 28, 1999; Acts 2003, 78th Leg., ch. 43, Sec. 1, 2, eff. May 15, 2003; Acts 2003, 78th Leg., ch. 345, Sec. 1, 3, eff. June 18, 2003. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1233, Sec. 2, eff. June 15, 2007.

Acts 2009, 81st Leg., R.S., Ch. 931, Sec. 1, eff. September 1, 2009.

From: "Terry Contreras" <terry.contreras@hidalgoso.org>
To: "Agueda Garcia" <agueda.garcia@co.hidalgo.tx.us>
Sent: Thursday, July 6, 2017 8:49:39 AM
Subject: Purchase of a firearm by a retiring Peace Officer

Good Morning Aggie,

Last month Senior Deputy Juan Sifuentes retired after twenty seven (27) years of continuous service with the Sheriff's Office. Sr. Deputy Sifuentes has requested that he be allowed to and has been approved by our department to purchase his assigned firearm. We are requesting that your office take the necessary steps to declare the below mentioned weapon surplus for sale to Sr. Deputy Juan Sifuentes and to also be removed from the Sheriff's Office inventory once sold. Please let me know should you have any questions or if any further information is needed. Any help you can provide is greatly appreciated.

Make: Sig Sauer
Model: P220
Year of Purchase: 2002
Serial Number: G329961
Asset Number: 38751

Thank you,

Terry Contreras

Quartermaster
Hidalgo County Sheriff's Office

711 El Cibolo Rd.
Edinburg, Texas 78542
Phone: 956.383.8114
Direct: 956.393.6020
Fax: 956.393.6021
terry.contreras@hidalgoso.org

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

Prepared By: Gabriel Navarro
Requested By: Terry Contreras
Date: 7/6/2017

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Last Depr. Year	Life Expectancy	Last Depr. Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value (After Depr.)	Book Value (w/ Residual)
038751	Sig Sauer 220-45	$508.78	10/29/2002	2002	2016	6	14	$50.88	$457.90	$76.32	$457.90	$0.00	$50.88
							0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
							0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
							0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
							0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		$508.78						$50.88	$457.90		$457.90	$0.00	$50.88

Historical Cost - Residual Value = $457.90

Note: Based on Fixed Asset Division online research the average Fair Market Value (FMV) is $544.99
The average FMV reflects the fluctuation from various samples
that range from $489.99 to $599.99.

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus - Sell Through HCCC	9999
TRANSFER FROM:	Hidalgo County Sheriff's Office	280-000

TF# _____

CONTACT INFORMATION:

NAME (PRINT Capt. Steve Herrera | PHONE. 956-393-6154 | FAX NO.: 956-393-6021 | E-MAIL: steve.herrera@hidalgoso.org

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

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

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	Sig Sauer P220 Hand Gun	38751	G329961	G
2				
3				
4				
5				
6				
7				
8				
9				
10				

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT. _____ _____

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: Sheriff's Office Senior Deputy Juan Sifuentes Retirment Purchase

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

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	*MARTHA L. SALAZAR*		
Contact Person transferring item(s) out	Capt. Steve Herrera	Capt LT #1759	7/6/2017
Person receiving Item(s)			
Reviewed & Processed by FA Division			

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

DATE _____ INITIAL _____

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

EFFECTIVE DATE 03/01/13

AI-60596 **Executive Office** **12. B.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted By: Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Presentation of Letter of Appreciation and plaque to County Judge Ramon Garcia from the RGV Partnership and its Board of Directors for his tireless commitment to Hidalgo County and Regional Projects.

BACKGROUND

Fiscal Impact

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/06/2017 01:36 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Virginia Jones		Started On: 07/06/2017 12:04 PM
Final Approval Date: 07/07/2017		

RGV PARTNERSHIP

www.RGVPartnership.com
Phone: 956-968-3141
Fax: 956-968-0210

2017 Executive Committee

Brent Baldree
Chairman
Texas Regional Bank

Anabell Cardona
Immediate Past Chair
Valley Grande Institute

Danny Gurwitz
Chair Elect
Atlas, Hall & Rodriguez, LLP

Larry Gonzalez
Treasurer
Plains Capital Bank

Deborah Cordova
Secretary
Kittleman Thomas, PLLC

Billy Canales
Vice-Chairman
Rio Motor Company

Spencer Bell
Vice-Chairman
Holiday Inn Express

Lew Brownfield
Vice-Chairman
VTX1

Lee Reed
Vice-Chairman
International Bank of Commerce

2017 Board of Directors

Thomas Aguillon - Charter Communications
Ruben Bosquez - Frost Bank
Kevin Campbell - SR Campbell Properties
Tom Capps - Texas Gas Service
Rene Capistran - Noble Texas Builders, LLC
Ruben Cardenas - State Farm Insurance
Ralph Cowen - Port of Brownsville
Dr. Stella Garcia - Texas State Technical College
Arlene Garza - Gulf Aviation
Ramiro Garza - NTB Development
Atanacio Hinojosa - Magic Valley Electric Coop
Brenda Ivory - Harlingen Medical Center
Matthew Jones - Jones, Galligan, Key & Lozano
Dr. Mark Kroll - University Texas RGV
Daniel Lucio - AEP Texas
Jose Munoz - Guzman & Munoz Engineering
Trey Pebley - Foremost Paving
Jon Rebello - BBVA Compass
J.D. Salinas - AT&T
Kent Shepard - Shepard Insurance Agency
Tom Torkelson - IDEA Public Schools
Joey Trevino - Kistner Consultants
Rigo Villarreal - City of Mcallen Bridge Dept
Matt Wolthoff - Rio Grande Regional Hospital
David Allex - Cameron County RMA
Francisco Davila - Lone Star National Bank
Linda Declia - KGBT-TV CBS4 News
Megan Drake - Valley Baptist Health System
Gus Garcia - Edinburg EDC
Raudel Garza - Harlingen EDC
Roxanne Harris - SPI Chamber of Commerce
Alex Meade - Mission EDC
Danny Rios - S&B Infrastructure
Dr. Claudia Rodriguez - Lower Valley Dental

July 11, 2017

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

Dear Judge Garcia,

The Rio Grande Valley Partnership Board of Directors would like to congratulate and thank you for your dedicated public service and hard work for the people of Hidalgo County and the Rio Grande Valley. Your commitment and leadership has been instrumental in helping move the region forward, and we appreciate your willingness to work hand-in-hand with the RGV Partnership on region-wide projects and issues.

Your tireless work on various mobility issues – securing funding and designation on Interstate 69 Central and Interstate 2 – were nothing short of a resounding success. Your collaboration with County Commissioners, area mayors, legislators and leaders from Starr, Cameron and Willacy County on transportation, drainage and human issues was impressive, and we could not be more grateful for your efforts. Thank you for your efforts to promote regional economic development projects and thank you for you taking an active role to foster a diverse and educated workforce.

Moreover, we are eternally appreciative of your support of the RGV Partnership. For example, without your unwavering advocacy of our RGV Legislative Tours, they would have not been a success. Thank you for your leadership, it has made it a pleasure to work with you and your staff.

Judge Garcia, for those reasons and more, the RGV Partnership Board of Directors wholeheartedly thanks you again for your service and leadership and wishes you nothing but the best in your new endeavors.

We hope that you stay involved; we welcome you at the RGV Partnership at any time.

Sincerely,

Brent Baldree
2017 RGVP Chairman
Texas Regional Bank, Regional President

Sergio Contreras
RGVP President & CEO

AI-60506 **Executive Office** **12. C.**

CC - REGULAR

Meeting Date: 07/11/2017

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 approved on 6/13/17

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funds pending approval AI-60278

Attachments

audit

MOU w attachments and legal signature

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/28/2017 12:57 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Monica Salinas Started On: 06/28/2017 11:38 AM

Final Approval Date: 07/07/2017

LOWER RIO GRANDE VALLEY

COMMUNITY

HEALTH MANAGEMENT CORPORATION

FINANCIAL STATEMENTS

AND

AUDITORS REPORTS

AUGUST 31, 2015

LOWER RIO GRANDE VALLEY COMMUNITY HEALTH MANAGEMENT CORPORATION, INC.

YEAR 2015

BOARD OF DIRECTORS

BOARD CHAIR	HARI NAMBOODIRI
BOARD VICE CHAIR	PABLO TAGLE III
BOARD TREASURER	ROBERTO GUTIERREZ
BOARD SECRETARY	ANNA L. CASARES
MEMBER	ELMO LOPEZ
MEMBER	ISRAEL ROCHA
MEMBER	CRISTINA RIVERA

EXECUTIVE DIRECTOR

GRACE LAWSON

LOWER RIO GRANDE VALLEY COMMUNITY HEALTH MANAGEMENT CORPORATION, INC.

- C O N T E N T S -

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STATEMENTS OF SUPPORT, REVENUE, & EXPENDITURES MODIFIED CASH BASIS 6- 7

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INDEPENDENT AUDITORS REPORT

Pedro Francisco Garcia
Certified Public Accountant
721 N. 31 St. McAllen, Texas 78501
Ph: 956.630.6509 * Fax:956.686.2880 * Email:cpapfg@aol.com

Independent Auditor's Report

To the Board of Directors
Lower Rio Grande Valley Community
Health Management Corporation, Inc.

I have audited the accompanying statement of assets, liabilities, and net assets—modified cash basis of the Lower Rio Grande Valley Community Health Management Corporation, Inc. (a nonprofit organization) as of August 31, 2015, and the related statements of support, revenue, and expenditures, and expenditures by function-modified cash basis for the year then ended. These financial statements are the responsibility of the organization's management. My responsibility is to express an opinion on these financial statements based on my audit.

I conducted my audit in accordance with auditing standards generally accepted in the United States of America, Government Auditing Standards, issued by the Comptroller General of the United States, and the standards applicable to financial audits contained in the Uniform Grant Management Standards, issued by the Governor's Office of Budget and Planning of the State of Texas. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audit provides a reasonable basis for my opinion

The accompanying financial statements were prepared using the modified cash basis of accounting which is a comprehension basis of accounting other than generally accepted accounting principles.

In my opinion, the financial statements referred to above present fairly, in all material respects, the assets and liabilities, and net assets of the Lower Rio Grande Valley Community Health Management Corporation, Inc. as of August 31, 2015 and its support , revenue, and expenditures for the year then ended in conformity with the modified basis of accounting..

In accordance with Government Auditing Standards and Uniform Grant Management Standards, I have also issued my report dated January 22, 2016 on my consideration of the Lower Rio Grande Valley Community Health Management's internal control over financial reporting and my tests of its compliance with certain provisions of laws, regulations, contracts, and grants. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be read in conjunction with this report in considering the results of my audit.

My audit was performed for the purpose of forming an opinion on basic financial statements of the Lower Rio Grande Valley Health Management Corporation, Inc. taken as a whole. The accompanying schedules of award expenditures are presented for purposes of additional analysis as required by the Government Auditing Standards and Uniform Grant Management Standards and are not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in my opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

This report is intended for the information of the management of the Lower Rio Grande Valley Health Management Corporation, Inc. and any funding agency of this organization as a required condition of funding.

Pedro Francisco Gonzalez

January 22, 2016

Basic Financial Statements

LOWER RIO GRANDE VALLEY
COMMUNITY HEALTH MANAGEMENT CORPORATION, INC.

Statement of Assets, Liabilities, and Net Assets
Modified Cash Basis

August 31, 2015

ASSETS		
Current Assets:		
Cash (Note 3)	$	16,864
Accounts Receivables		0
Leashold improvements,		
furniture & fixtures -net (Note 4)		465
Utility Deposits		300
Total Assets	$	17,629
LIABILITIES AND NET ASSSETS		
Current Liabilities		
Bank Overdraft (Note 3)	$	40,834
Current Portion- LTD		30,000
Total Current Liabilities		70,834
Long Term Liabilities		
Note payable (Note 5)		30,000
Less:Current Long Term Debt		-30,000
Total Long Term Liabilities		0
Total Current and Long Term Liabilities		70,834
Net Assets		
Net Assets -Beginning	$	-109,060
Current Year's Earnings		55,856
Total Net Assets	$	-53,205
Total Liabilities and Net Assets	$	17,629

The accompanying notes are an integral part of the financial statements

LOWER RIO GRANDE VALLEY COMMUNITY HEALTH MANAGEMENT CORPORATION, INC.
Statement of Support, Revenue, & Expenditures
Modified Cash Basis

Year Ended August 31, 2015

	Unrestricted	Temporarily Restricted	Total all Funds
Earned Revenue			
Client Fees (Note 6)	$ 312,362	$ -	$ 312,362
Other (Note 8 & 9&10)	27,243	-	27,243
Total earned revenue	339,605	-	339,605
Contributed support:			
Public Support:			
Contributions-(Note 10)	26,400	-	26,400
Grant Revenue (Note 7)	879,305	-	879,305
Total contributed support	905,705	-	905,705
Total increases in net assets	1,245,310	-	1,245,310
Expenditures			
Program services:			
Public health and education	957,541	-	957,541
Professional education and training	-	-	-
Total program services	957,541	-	957,541
Supporting services:			
Management and general	339,885	-	339,885
Total supporting services	339,885	-	339,885
Total decreases in net assets	1,297,426	-	1,297,426

LOWER RIO GRANDE VALLEY COMMUNITY HEALTH MANAGEMENT CORPORATION, INC.
Statement of Support, Revenue, & Expenditures
Modified Cash Basis

Year Ended August 31, 2015

	Unrestricted	Temporarily Restricted	Total all Funds
Excess (deficiency) of public support and revenue over expenditures	$ (52,116)	$ -	$ (52,116)
Other changes in net assets:			
Current Period ajustment/ Reclassifications	-	-	-
Change in net assets	(52,116)	-	(52,116)
Net assets beginning of period	(56,944)		
	-	-	-
Net assets end of period	$ (2,116)	$ -	$ (2,116)

The accompanying notes are an integral part of the financial statements.

LOWER RIO GRANDE VALLEY COMMUNITY HEALTH MANAGEMENT CORPORATION, INC.
Schedule of Expenditures by Function
Modified Cash Basis

Year Ended August 31, 2015

	Program Services			Supporting Services	
	Public Health and Education	Professional Education and Training	Total	Management and General	Total Expenditures
Salaries	$ 66,656	$ -	$ 66,656	$ 496,855	$ 563,511
Employee Benefits	90,317	-	90,317	-	90,317
				-	
Total salaries and related expenditures	156,973	-	156,973	496,855	653,828
Professional fees and contractual payments	413,633	-	413,633	37,463	451,096
Admistrative Service Contracts	-	-	-	-	-
Supplies	-	-	-	35,284	35,284
Telephone	-	-	-	-	-
Equipment rental	9,183	-	9,183	2,952	12,135
Equipment Repairs & Maintenance	2,107		2,107	-	2,107
Contract-Clerks	-	-	-	-	-
Printing	-	-	-	-	-
Travel	-	-	-	8,027	8,027
Conferences, conventions, and meeting	-	-	-	-	-
Interest	-	-	-	1,687	1,687
Insurance and bonds	-	-	-	38,996	38,996
Janitorial services	-	-	-	16,000	16,000
Laboratory fees	-	-	-	-	-
Repair and maintenance	-	-	-	68,450	68,450
Advertising	1,382	-	1,382	-	1,382
Utilities	-	-	-	33,850	33,850
Miscellaneous	-	-	-	23,652	23,652
Total expenditures before depreciation	426,305	-	426,305	277,584	1,357,987
Depreciation and ammortization	-	-	-	-	-
Total expenditures	$ 426,305	-	426,305	277,584	1,357,987

The accompanying notes are an integral part of the financial statements

NOTES TO FINANCIAL STATEMENTS

LOWER RIO GRANDE VALLEY
COMMUNITY
HEALTH MANAGEMENT CORPORATION, INC.
Notes to the Financial Statements

August 31, 2015

Note 1 – The Organization - Overview

The Lower Rio Grande Valley Community Health Management Corporation, Inc. has been classified as a voluntary health agency exempt from income taxes under Section 501 (c) (3) of the Internal Revenue Code. It is permitted to receive tax deductible charitable contributions under Section 170 (c) (2) of the Internal Revenue Code. The organization is not considered a private foundation.

The organization's purpose is to provide clinic services to medically indigent persons within the County of Hidalgo, TX. The services include direct access to primary and preventive health care. Services also includes the promotion of community awareness of the need for preventive health care, coordination if research based programs and continuing medical education for health care professionals.

The organization receives operational funding from fees charged patient clients for certain medical evaluations, from local sources and from various grants awarded yearly to the organization to provide these services.

The organization maintains medical personnel under contract to provide the medical services that are provided by the organization. All the cost of these services are paid from funding provided by the organization.

The organization has a board of directors that are mostly from the medical field and meet to make decisions regarding the organization.. The management of the organization is provided through the services of an executive director that implements the board of director's policies and directions of the organization.

The medical services provided include family practice, preventive health screening, medical case management, immunizations and physical exams. Patients are initially interviewed to determine an eligibility program for financial assistance. Patient's payments are based on income which can be either private payments or insurance of the patient.

LOWER RIO GRANDE VALLEY
COMMUNITY
HEALTH MANAGEMENT CORPORATION, INC.
Notes to the Financial Statements

August 31, 2015

Note 2 – Summary of Significant Accounting Policies

The organization's financial statements are prepared using the modified cash basis of accounting which is a comprehensive basis of accounting different from generally accepted accounting principles. Allocations of costs of the organization are made by management regarding various items within the scope of the financial statements. Costs for certain items are determined based basically from certain estimates made by management.

The allocation procedures are part of the organization's cost basis and are sometimes mandated by funding agencies as part of their requirements to receive funding. These included restricted and unrestricted uses of grant funds.

The organization maintains the required accounting procedures that are utilized for governmental accounting. Financial information is provided every month and bank reconciliations and required financial information is provided within reasonable time.

As a non profit organization it is exempt from income taxes and certain governmental criteria used to determine a profit motive. Since most of the revenues received are from allowed contributions they are disclosed on the organizations tax return.

Accounting procedures used by the organization are designed to measure the effectiveness of the revenues received and does not measure revenues as a profit motive. Generally, most accounting procedures use measure the effectiveness of services provided by the organization and determines the cost use to provide the services.

LOWER RIO GRANDE VALLEY
COMMUNITY
HEALTH MANAGEMENT CORPORATION, INC.
Notes to the Financial Statements

August 31, 2015

Note 3 – Cash

The organization maintains three (3) bank accounts at two (2) local banks. These bank accounts are subject to various policies and procedures of the organization regarding deposits and check writing. Two signatures are required for checks issued.

Pledged collateral is maintained by the banks to insure that the organization's funds are secured if the deposited organization's funds exceed the Federal Deposit Insurance Corporation's limit. As of August 31. 2015, the pledged collateral was sufficient to cover any excessive amounts.

Note 4 – Furniture, Fixtures and Equipment

The organization's policy regarding purchased assets are to capitalized such assets with a useful life exceeding one year and a minimum cost of $5,000. In addition, specific equipment with a minimum cost of $500. are also capitalized. Depreciation of such assets is provided over the estimated useful life of the asset utilizing the straight line method. Donated assets are not capitalized in the same manner as purchased assets.

Note 5 – Notes Payable

The notes payable represents the balance due on an unsecured 60 month letter of credit from Frost National Bank. This note is payable in monthly installments of $3,343.. which includes interest computed at Frost's prime rate. The maturity date of the note is January 20, 2014. As of August 31, 2013 the notes payable balance was $50,000. A note payable of $50,000 is secure by a letter or credit.

Note 6- Earned Revenue

The Clinic provides services to the indigent and lower income individuals. The fees charged clients are based on their ability to pay. The use of revenue generated from performing these services is considered program revenue and is to be used in a similar manner as the grant funds.

Note 6 – Earned Revenue (Continued)

The following are the types of fees earned during the current year.

Client Fees-Private Pay	$ 171,999.
Client Fees-Co-pay	69,969.
Client Fees-Medicare	25,248.
Client Fees-Medicaid	11,622.
Total Fees	$ 286,615.

Note 7 – Grant Revenue

Funding for operations was provided from the following funding sources in the indicated amounts.

DSHS – PHC	$ 409,865.
City of McAllen	120,717.
DSHS-EPHC	46,829.
MHM – Wellness	154,795.
MHM-Primary Health Care	272,043.
MHM Surplus	48,975.
CPRIT	8,500.
CDBG	1,154.
TotalGrant Revenue	$ 1,062,878.

Various funding beginning and ending dates for each grant exists and overlap the organizations fiscal year of August 31, 2015. All amounts reflected in the amounts of grant revenues are as of August 31, 2015.

LOWER RIO GRANDE VALLEY
COMMUNITY
HEALTH MANAGEMENT CORPORATION, INC.
Notes to the Financial Statements

August 31, 2015

Note 8 – Rent Income

The organization is currently leasing a portion of its operating facility. The leases are annual lessees and the rental fees are based on either square footage or monthly fee. Rental income for the year ended August 31, 2015 was $39,700.

Note 9 – In-Kind Contributions

The value of in-kind contributions is not recognized in these modified cash basis financial statements. These contributions benefit program services and administration.

Note 10 – Other Income

The organization receives income from general public that is currently classified as other Income. The other income as received are:

Donations:	$20,800.
Other:	3,850.
	$24,650.

This income is used to offset the organizations expenditures.

SUPPLEMENTARY INFORMATION

LOWER RIO GRANDE VALLEY
COMMUNITY HEALTH MANAGEMENT CORPORATION, INC.

Schedule of Awards
Modified Cash Basis

For the Year Ended August 31,2015

Grantor/Program Title	State Expenditures
DSHS - PHC Primary Health Care Program (COPC)' 2013-041949-001	$409,885.00 *
	City Expenditures
City of Mcallen, TX	$130,703.00

* Audited as a Major Program

LOWER RIO GRANDE VALLEY
COMMUNITY HEALTH MANAGEMENT CORPORATION, INC.
Schedule of Award Revenues, Expenditures
and Changes in Net Assets
Modified Cash Basis

For the Year Ended August 31,2015

Grantor Agency	Department of State Health Services
Award Number	2012-039725
Award Period	09/01/2014 to 08/31/2015

Revenues:		
Program funds	$	409,865
Program revenue		69,967
Total revenues		479,832
Expenditures:		
Personnel		264,446
Fringe Benefits		43,753
Travel		-
Equipment		1,641
Supplies		13,474
Contractual		112,707
Other		62,520
Total direct costs		498,542
Indirect Costs		-
Total expenditures		498,542
Excess expenditures over revenues		(18,710)

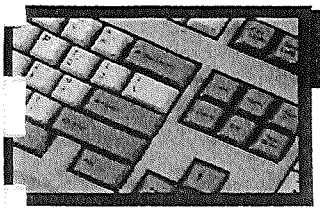
LOWER RIO GRANDE VALLEY
COMMUNITY HEALTH MANAGEMENT CORPORATION, INC.
Schedule of Award Revenues, Expenditures
and Changes in Net Assets
Modified Cash Basis

For the Year Ended August 31,2015

Grantor Agency	City of Mcallen, Texas
Award Number	None
Award Period	10/01/2014 to 09/30/2015

Revenues:		
Programs Funds	$	120,000.00
Program revenue		0
Total revenues		103,000.00
Expenditures:		
Personnel		51,199
Fringe Benefits		6,424
Travel		-
Equipment		-
Repairs & Maintenance		-
Supplies		-
Contractual		73,080
Other		-
Total direct costs		130,703
Indirect Costs		-
Total expenditures		130,703
Excess expenditures over revenues		(9,987)

REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER FINANCIAL CONTROL OVER FINANCIAL REPORTING



Pedro Francisco Garcia
Certified Public Accountant
721 N. 31 St. McAllen, Texas 78501
Ph: 956.630.6509 * Fax:956.686.2880 * Email:cpapfg@aol.com

Independent Auditor's Report

REPORT OF COMPLIANCE AND ON INTERNAL CONTROL OVER FINANCIAL REPORTING BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS AND UNIFORM GRANT MANAGEMENT STANDARDS

Board of Directors
Lower Rio Grande Valley Community
Health Management Corporation, Inc.

I have audited the financial statements of the Lower Rio Grande Valley Community Health Management Corporation, Inc. for the year ended August 31, 2015, and have issued my report thereon dated January 24, 2016. I conducted my audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States and Uniform Grant Management Standards issued by the Governor's Office of Budget and Planning of the State of Texas.

Compliance

As part of obtaining reasonable assurance about whether the Lower Rio Grande Valley Community Health Management's financial statements are free of material misstatement, I performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of my audit, and accordingly, I do not express such opinion. The results of my tests disclosed no instance of noncompliance that is required to be reported under Government Auditing Standards and Uniform Grant Management Standards. I did not note any immaterial instances of noncompliance for the current audit year.

Internal Control Over Financial Reporting

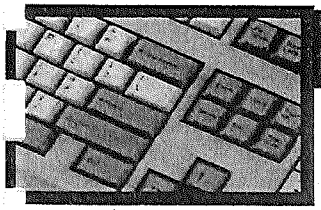
In planning and performing my audit, I considered the Lower Rio Grande Valley Community Health Management's internal control over financial reporting in order to determine my auditing procedures for the purpose of expressing my opinion on the financial statements and not to provide assurance on the internal control over financial reporting. My consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be a material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce, to a relatively low level, the risk that misstatements, in amounts that would be material in relation to the financial statements being audited, may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. I noted no matter involving the internal control over financial reporting that I consider to be a material weakness.

This report is intended for the information of management and any funding agency of this organization as part of a required condition of funding

Pedro Francisco Garza

January 24, 2016

REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO THE MAJOR PROGRAMS



Pedro Francisco Garcia
Certified Public Accountant
721 N. 31 St. McAllen, Texas 78501
Ph: 956.630.6509 * Fax:956.686.2880 * Email:cpapfg@aol.com

Independent Auditor's Report

REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO THE MAJOR PROGRAM AND INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133 and UNIFORM GRANT MANAGEMENT STANDARDS

Board of Directors
Lower Rio Grande Valley Community
Health Management Corporation, Inc.

Compliance

I have audited the compliance of the Lower Rio Grande Valley Community Health Management Corporation, Inc. with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement and Uniform Grant Management Standards that are applicable to its major program for the year ended August 31, 2015. The Lower Rio Grande Valley Community Health Management's major program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to its major program is the responsibility of the Lower Rio Grande Valley Community Health Management's management. My responsibility is to express an opinion on the Lower Rio Grande Valley Community Health Management's compliance based on my audit.

I conducted my audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations and the Uniform Grant Management Standards; issued by the Governor's Office of Budget and Planning of the State of Texas. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the major program. An audit includes examining, on a test basis, evidence about the Lower Rio Grande Valley Community Health Management's compliance with those requirements and performing such other procedures as I considered necessary in the circumstances.

I believe that my audit provides a reasonable basis for my opinion. My audit does not provide a legal determination on the Lower Rio Grande Valley Community Health Management's compliance with those requirements.

In my opinion, the Lower Rio Grande Valley Community Health Management complied, in all material respects, with the requirements referred to above that are applicable to its major award program for the year ended August 31, 2015.

Internal Control Over Compliance

The management of the Lower Rio Grande Valley Community Health Management is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to award programs. In planning and performing my audit, I considered the Lower Rio Grande Valley Community Health Management's internal control over compliance with requirements that could have a direct and material effect on its major award program in order to determine my auditing procedures for the purpose of expressing my opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133 and Uniform Grant Management Standards.

A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that noncompliance with applicable requirements of laws, regulations, contracts and grants that would be material in relation to a major award program being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. My consideration of the internal control over compliance would not necessarily disclose all matters in the internal control structure that are considered to be material weaknesses. However, I noted no item considered to be a material weakness.

This report is intended for the information of the management, and awarding agencies.

Pedro Francisco Gaona

January 24,2016

SCHEDULE OF FINDINGS AND QUESTION COST

LOWER RIO GRANDE VALLEY
COMMUNITY
HEALTH MANAGEMENT CORPORATION, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED AUGUST 31, 2015

Type of report on Financial Statements: Unqualified (Modified Cash Basis)

Reportable Conditions:
No reportable condition was reported.

Material Weakness Involving Reportable Condition:
No material weakness involving a reportable condition was noted.

Noncompliance Material to the Financial Statements:
No material noncompliance was noted.

Type of Report on Compliance: Unqualified

Dollar Threshold Considered Between Type A and Type B Award Programs: $500,000

Risk Classification of Auditee: Low Risk

Major Program: 2015-036925-001

FINDING/NONCOMPLIANCE	QUESTIONED COST
No material finding or questioned cost was noted related to the major program	N/A

Statement of Corrective Action Taken - - Prior Finding - - Current Year Disclosures

There was no material finding or questioned cost reported in the prior year.
Hence, the statement of corrective action taken is not applicable.

Scope of Test

The scope of testing was on a random sampling method. The sample tested was on cancelled checks for the August 31, 2015 fiscal year.

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THE STATE OF TEXAS §
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING
AGREEMENT TO PROVIDE SERVICES

THIS AGREEMENT made on this the 11th day of July, 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 **July 11, 2017**, and continue such services through **July 11, 2018**.

6. As consideration for providing the services outlined above, the County agrees to provide grant funds in an amount not to exceed **Fifty Thousand Dollars $50.000.00.**

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 11th day of July, 2017.

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Lower Rio Grande Valley Community
Health Management Corporation, Inc.

By: _____

Printed Name: Grace Lawson

Approved by Commissioners Court On: _____

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

ATTACHMENT "A"

(Agency's information will go here)

A. **Description Of Agency:**

El Milagro Clinic was chartered as a 501 c3 organization in 1996; its founders and civic leaders in 1997 recognizing the need for affordable access to health care, worked alongside community activists, city and county elected public officials, and the local medical community to establish a health clinic in downtown McAllen. Community leaders overcame many obstacles in marshalling resources to expand health care access to those that desperately needed it. In its infancy, it was a downtown, walk to clinic in crowded busy downtown area; it struggled but kept its doors open to serve the needs of the nearby neighborhoods. The clinic was named El Milagro because it was truly "a miracle" to become organized and operational. During this time El Milagro was offering needed health services from a rented building that was formerly a family doctor's practice in the heart of the City of McAllen.

For over 17 years, El Milagro Clinic, currently located in the center of McAllen's medical district has provided access to comprehensive primary health services and limited specialized care. As the organization grew, it became evident that there was a need for continued services. The provision of services to a patient population that suffered from a disproportionate amount of chronic illnesses such as diabetes required reassessment of the limited services provided. Wellness activities that included not only mental health, nutritional counseling and physical exercise were followed by a more complete behavioral health integration program.

The mission is to provide comprehensive primary, disease prevention and behavioral health care services to Rio Grande Valley residents who are medically indigent. Health services are provided to the working poor who earn too much to qualify for public assistance but not enough to pay for health care in the private sector.

Our goal is to address the primary and behavioral health care needs of our patient population, individuals and families that are typically at or below 200%FPL. We encourage patients to establish us as their medical home.

B. **Hours Of Operation:**

Our hours of operation are Monday thru Thursday 8:00 AM to 5:00 PM.

C. **Plan Payor Mix:**

N/A

D. **Types Of Accepted Insurance:**

We accept Medicaid, Medicare and United Healthcare. We are actively seeking enrollment for Cigna-Healthspring, Blue Cross Blue Shield and Aetna.

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

El Milagro Clinic has a multidisciplinary team of clinicians, administrative and support staff to provide primary and behavioral health on a full time basis; we are open Monday-Thursday, we see patients by appointment, but also on a walk in basis. Our clinic staff,

This area suffers from a disproportionate rate of obesity, diabetes and subsequent complications, such as heart disease, blindness and kidney failure. These disparities are increasing rapidly as the population continues to grow. Therefore, quantitative evaluation includes baseline health information such as weight, HbA1c's, BMI, and blood pressure currently addresses diabetes and weight loss. These are logged in patient medical chart and identify progress toward established goals and health improvement. We also concentrate on improving health behaviors leading to a reduction of such illnesses so that catastrophic complications such as amputations and blindness can be avoided; this is done by providing a model of care that incorporates more health education and screenings.

ATTACHMENT "B"
GRANT FUNDING DISTRIBUTION

AGENCY: Lower Rio Grande Valley Community Health Management Corporation, Inc. dba. El Milagro Clinic

PROGRAM/PROJECT: Primary/Specialty and Behavioral Medical and Health Care Services for County Residents

CONTACT: Lower Rio Grande Valley Community Health Management Corporation, Inc
Grace Lawson
Executive Director
El Milagro Clinic
Ms. Grace Lawson
901 E. Vermont Ave.
McAllen, TX 78503
glawson@milagroclinic.org

GRANT FUNDING PERIOD: Fiscal Year 2017

GRANT FUNDING REQUEST: $50,000.00

AMOUNT OF GRANT FUNDING APPROVED BY COMMISSIONERS COURT:
A one-time disbursement of **$50,000.00** was approved by the Hidalgo County Commissioners Court on **06-13-2017**

AI-60485 **Executive Office** **12. D.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Service (1100):
Approval to process payment of the following invoice in accordance with Accounting Procedures Manual (Food Policy) with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor:

Vendor	Invoice Date	PO#	Amount	Purpose/Event
Jason's Deli	6/22/17	754327	$ 41.94	Civil Service Commission Meeting 6/22/17

BACKGROUND

Due to not meeting time limit duration of 2hrs.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-415-50-125-037-0-630

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

BUDGETARY IMPACT:

Funds available as of 6/27/17 through PO#754327.

Attachments

invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/27/2017 10:52 AM
Linda Flores	Linda Flores	06/27/2017 04:42 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Monica Salinas		Started On: 06/26/2017 04:53 PM
Final Approval Date: 07/07/2017		

HIDALGO COUNTY, TEXAS

NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSE CLAIM

DEPARTMENT INFORMATION

Department: Civil Service
Department Contact Name: Hermelinda Solis
Contact Phone Number: 956-318-2660

EVENT INFORMATION

Date: 6/22/2017 Start Time: 5:30 PM End Time: 7:06 PM

Duration: 1:36 Location: 100 E. Cano, Edinburg, TX 78539

Purpose of Event:
x Meeting ____ Training ____ Other: ____
(Please explain.)

Attendees: *(Please attach sign-in sheet)*
County Employees 1 + Non-County Employees 4 = Total 5

Meals: *(Meals may not exceed $10.00 per person including taxes and gratuity or $250.00 per event.)*
Breakfast ____ + Lunch ____ + Dinner ____ = Total 0
Refreshments: ____ *(Refreshments may not exceed $3.00 per person or $125.00 per event.)*
Related Expenses: ____ *(Related expenses may not exceed $25.00 per event.)*

	ACTUAL	ALLOWABLE
Meals Expense:	$ 41.94	$ -
Refreshments Expense:		$ -
Related Expenses:		$ -
Total Event Expenses:	$ 41.94	$ -

(Please attach original receipts.)

FUNDING

Purchase Order Number: 754327 ~~754797~~ Account Number: 7-1100-415-50-125-037-0-630

APPROVAL

I, the undersigned, certify to the best of my knowledge, that the expenditures incurred were for official County business, have been expressly authorized by the Purchasing Department, and are in compliance with the Policy on Non-Travel Meals, Refreshments, and Related Expenses.

Monica Badillo
Name of Approving County Official/Department Head
(Please Print)

M Badillo
Signature of Approving County Official/Department Head

6/23/17
Date

County Auditor's Form M-1 (8/08)

cc 7/11/17
x4912

Invoice:

Date Order Placed: 6/22/2017
Delivery Date Time: **6/22/2017** **4:15 PM**
Deliver To: 100 E Cano
Edinburg, VA (No Zip Co
Driver's Name: Rene Silguero
Delivery Instructions:
Customer PO #:
Ordered By: Solis, Hermalinda (956) 318-2660

Invoice Number: 1706229023050003

Payment Instructions
At End of Page
www.jasonsdeli.com

Hidalgo County Health Department (CN: 2034)
Attn: Solis, Hermalinda
Administration Department
1304 S. 25th
Edinburg, T
same
, TX

Jason's Deli - North McAlle
4100 N 2nd St
McAllen, TX 78504
,
956-664-2199

Customer Name: **Hidalgo County Health Department**

Menu Items Purchased:

Quantity	Item	Description	Each	Amount
6	VAR/TK/CHZ (6 VAR/ TK	Varsity TK Cheese Box (6 VAR/ TKCHZ)	6.99	41.94
	Options:	SPRITE AND DP; Multi Grain Wheat; No Cheese		
1	Utensils (1 Utensils)	Plates, Forks, Napkins (1 Utensils)	0.00	0.00
	Options:	No Plates Forks & Napkins		
1	DELIVERY FEE	DELIVERY FEE	0.00	0.00
	Options:	No Charge		

Subtotal	**$41.94**
Tax	$0.00
Delivery Fee	$0.00
Order Total	**$41.94**
Added Tip	
Grand Total	

Please initial tip _____

Customer Signature

Actual Delivery Time
(Customer enter & initial)

Printed Name

Thank you for being a Jason's Deli Customer

Due upon receipt --- Please detach and return

Payment Method:
Corporate Account

Charged Amount Due $41.94

Site: Jason's Deli - North McAller
Date: 6/22/2017
Invoice #: 1706229023050003
Customer PO #:
Customer Account No.2034

Please pay from this invoice.
Send your payment to: Jason's Deli
6000 S. Staples Ste. 300
Corpus Christi, Tx 78413

HIDALGO COUNTY, TEXAS
Civil Service Meeting

Hidalgo County Civil Service Commission

held on:

June 22, 2017
(month, date, year)

COMMISSIONERS

Michelle "Mickie" Rabinovich

Jaime Ortiz

Julian Ybarra Jr.

Chairperson _____
Michelle Rabinovich

Commissioner _____
Jaime Ortiz

Commissioner _____
Julian Ybarra Jr.

Mercedes S. Espinosa
Civil Service Attorney

Attorney _____
Mercedes S. Espinosa

ESPINOSA LAW FIRM, P.L.L.C.
4300 N. McColl Road
McAllen, Texas 78504
Phone: 956-686-6490
Fax: 956-686-6491
www.espinosalawfirm.com

County Operations Administrator _____
Raul Silguero

Court Reporter _____
Hermelinda Solis

HIDALGO COUNTY, TEXAS CIVIL SERVICE COMMISSION

NOTICE

Hidalgo County Civil Service Commission

COMMISSIONERS

Michelle "Mickie" Rabinovich

Jaime Ortiz

Julian Ybarra Jr.

NOTICE, IS HEREBY GIVEN IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE, THAT A MEETING OF THE HIDALGO COUNTY, TEXAS CIVIL SERVICE COMMISSION WILL BE HELD ON THURSDAY, JUNE 22, 2017, AT 5:30 P.M., AT THE HIDALGO COUNTY COMMISSIONERS COURTROOM, LOCATED AT 100 E. CANO, EDINBURG, TEXAS. DISCUSSION AND POSSIBLE ACTION RELATING TO THE FOLLOWING BUSINESS WILL BE TRANSACTED.

At anytime during the course of this meeting, the Board may retire to Executive Session under Texas Government Code, Section 551.071 (2) to confer with its legal counsel on any subject matter in this agenda in which the duty of the attorney to the Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. At anytime during the course of this meeting, the Board may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code;

AGENDA

ITEM 1. Call to order;

ITEM 2. Public Comments;

ITEM 3. Approval of minutes of May 18, 2017;

ITEM 4. Discussion, consideration and/or possible action without hearing, consolidation, hearing setting, action on motion for continuance, and/or hearing on the following complaints/grievances;

0517-S-T-007 0517-CC-D-008
0517-S-D-009

ITEM 5. Adjournment to closed session pursuant to Texas Government Code (551.074) for discussion and/or hearing on one or more of the complaints/grievances listed in Item 4;

ITEM 6. Reconvene in open session;

ITEM 7. Additional discussion and/or possible action on complaints/grievances listed on item 4;

ITEM 8. Adjourn;

Mercedes S. Espinosa

Civil Service Attorney

ESPINOSA LAW FIRM, P.L.L.C.
4300 N. McColl Road
McAllen, Texas 78504

Phone: 956-686-6490

Fax: 956-686-6491

www.espinosalawfirm.com

TO BE POSTED THIS 16th DAY OF JUNE 2017

Purchase Order
COUNTY OF HIDALGO

PO# 754327

DATE: 01/06/17

PO TYPE:

VENDOR: 255637 REQ: 00311035

PHONE: (361)854-5446

Fax: (361)854-0565 EMAIL:

JASON'S DELI
1416 AIRLINE RD.
CORPUS CHRISTI TX 78412

SHIP TO: EXECUTIVE OFFICE
2818 S BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: Becky Gomez (956)292-7655

SITE: EXECUTIVE OFFICE

CONTRACT NO: EX

SPECIAL INSTRUCTIONS: EX-03

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		Civil Service Meetings		
1.00	EACH	EX Open Purchase Order for food vendor for 2017- Civil Service Meetings	100.00	100.00
		TOTAL:		100.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		7-1100-415-50-125-037-0-630 100.00		

Authorized by: Martha L Salazar

AI-60479 **Executive Office** **12. E.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting permission by Sacred Heart Catholic Church in Edinburg to use the courthouse parking lot for their Annual Festival to be held on October 7, 2017

BACKGROUND

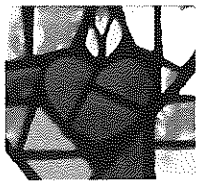
Fiscal Impact

Attachments

request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/26/2017 03:32 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Monica Salinas		Started On: 06/23/2017 06:05 PM
Final Approval Date: 07/07/2017		



SACRED HEART CATHOLIC CHURCH

To: Hidalgo County Commissioner and Council

Sacred Heart Catholic Church is again hosting its annual Kermes. On behalf of the Parish community, I am requesting your permission to use the parking lot located across from the County Court House for the event. The Kermes is scheduled for October 7, 2017. Please feel free to contact me with any questions or concerns.
Thank you for your assistance in this matter.

Sincerely,
Fr. Manoj Kr. ss.cc
Rev. Manoj Kumar Nayak ss.cc
Pastor

215 North 16th Avenue, Edinburg, Texas 78541-3523
Telephone: 956-383-3253 Facsimile: 956-383-7311
In the Pastoral Care of the Congregation of the Sacred Hearts of Jesus and Mary (SS.CC.)

AI-60609 **Executive Office** **12. F.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted By: Glinda Pacheco, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration, action authorizing application for a County wide Texas Department of Motor Vehicles account under TxPros Permitting System and submittal of application for an Annual Envelop Permit (MCD-301) and authorize County Executive Officer, Valde Guerra, to sign all related documents.

BACKGROUND

Permit is needed in order to transport equipment that:
- Exceeds 8' wide but no more than 12' wide
- Total height of no more than 14'
- Gross weight that is more that 80,000 lbs. but no more that 120,000 lbs.

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact, public agencies exempt.

Attachments

Application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/06/2017 03:43 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Glinda Pacheco		Started On: 07/06/2017 02:55 PM
Final Approval Date: 07/07/2017		

Texas Department of Motor Vehicles

Application for Annual Envelope Permit

Annual Oversize/Overweight Permits Section
P. O. Box 5020
Austin, Texas 78763
800/299-1700 FAX: 512/465-4251

SECTION I CUSTOMER INFORMATION For faster processing please type information.

Customer Number	☐ MCR Number ☐ UCR Fees Paid (USDOT#)
Company Name	Phone Number
Address	Fax Number
City/State/Zip	Contact Person
Type of Annual Envelope Permit (check one):	☐ Vehicle Specific (complete SECTION IV below)
Number of Permits Requested: _____	☐ Company Specific **-Start Date (required):** _____

SECTION II PERMIT CONDITIONS

Annual Oversize/Overweight Permit issued for **12' wide, 14' high, 110' long, and 120,000lbs. gross weight.**

Steering axle weight cannot exceed 650 PSI X Tire Size X No. of Tires (ex: 650 X 10:00 X 2 = 13,000 lbs.).
Any single axle, regardless of tire size, may not exceed 25,000 lbs.

Two axle groups may not exceed 46,000 lbs. or 23,000 lbs. per axle.

Three axle groups may not exceed 60,000 lbs. or 20,000 lbs. per axle

Please indicate load type(s) or commodity(ies) to be hauled on this permit (required): _____

Permit valid only for a single commodity that cannot be reasonably dismantled.

SECTION III PAYMENT METHOD & PERMIT FEE

Payment Method: ☐ PAC ☐ *Credit Card ☐ Escrow

Total Fee

Account Number: | Credit Card Exp:

Total Credit Card Fee

**A service charge of 25 cents plus 2.25 percent of the total fee amount will be added to all credit card transactions.*

SECTION IV VEHICLE INFORMATION (For Vehicle Specific Permits Only) $4000 permit fee per vehicle

Year/Make of Truck	Unit Number	VIN	License	State	Date to Begin Permit
1.					
2.					
3.					
4.					
5.					
6.					

The Texas Department of Motor Vehicles maintains the information collected through this form. With few exceptions, you are entitled upon request to be informed about the information that we collect about you. Under §§552.021, 552.023 and 559.004 of the Texas Government Code, you are entitled to receive and review the information, and to have us correct erroneous information.

SECTION IV VEHICLE INFORMATION (cont.)

Year/Make of Truck	Unit Number	VIN	License	State	Date to Begin Permit
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
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25.					
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28.					
29.					
30.					
31.					
32.					
33.					

For more information about Annual Envelope Permits, visit our website at www.TxDMV.gov. For comments concerning the application process contact

Texas Department *of* Motor Vehicles
HELPING TEXANS GO. HELPING TEXAS GROW.

TX PROS

Login Page

If you do not have an account, you may create a new company account.

Welcome to the TxPROS Permitting System!

Please login below to order permits and manage your account.
If you do not have an account, you can create one.

Enter your username and password

Username:

Password:

I forgot my password.

Submit

Remember me on this computer

Help is provided throughout the system. A question mark icon is displayed if a field has a help message associated with it. Hovering over the icon displays a brief explanation of the field; clicking on the icon will display a detailed help message.

Become a Fan
Facebook

Follow Us
Twitter

AI-60605 **Executive Office** **12. G.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and action regarding update on Hidalgo County wide collection/brush site(s) TCEQ plan of action and request for controlled burn.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Salinas Started On: 07/06/2017 02:26 PM

Final Approval Date: 07/06/2017

AI-60544 **Human Resources** **13. B.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Diana Munoz, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Public Defender (1100):
1. Approval to create one (1) Full-time Temporary position for 13 weeks beginning 7/24/17 and ending 10/22/17, as follows:

Slot No.	Position Title	Annual Salary	Proposed Budgeted Salary
085-003-0-T023	Clerk I	$25,207.00	$6,302.400 - $12.12/hourly

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-412-30-085-003-0-XXX

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

BUDGETARY IMPACT:

Funding to be determined.

Attachments

JOB DESCRIPTION
Fiscal Note
PAR-revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/30/2017 02:11 PM
Final Approval	Veronica Ortiz	07/05/2017 01:39 PM
Human Resources	Diana Munoz	07/07/2017 03:20 PM
Form Started By: Diana Munoz		Started On: 06/30/2017 01:46 PM
Final Approval Date: 07/07/2017		

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: Wednesday, July 05, 2017 **Agenda Item:** **60544**

Summary of request/proposal:
Public Defender (1100): Approval of the following personnel actions, effective 7/24/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Clerk I	T023	121	0.00	6,240.00	6,240.00
				0.00	6,240.00	6,240.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-412-30-085-003-0-	121	PUBLIC DEFENDER	TEMP F/T EMPLOYEES	$6,240.00
7-1100-412-30-085-003-0-	220	PUBLIC DEFENDER	FICA	$477.36
7-1100-412-30-085-003-0-	250	PUBLIC DEFENDER	UNEMPLOYMENT COMP	$37.44
7-1100-412-30-085-003-0-	260	PUBLIC DEFENDER	WORKER'S COMP	$6.86
			2017 Budgetary Impact	$6,761.66

Possible Funding Sources: **Funding Undetermined**

Comments:

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JUN 29 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

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

DATE:	06/29/2017	**CURRENT POSITION TITLE:**	n/a
DEPARTMENT NAME:	Public Defender's	**CURRENT SLOT NO.:**	~~n/a~~ T023 (Proposed)
DEPARTMENT NO.:	085-003	**REQUESTED POSITION TITLE:**	Clerk I

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	~~$ 6,240.00~~ $6,302.40 tg	~~$ 6,240.00~~ $6,302.40 tg
SALARY REQUEST:			$ 0.00

TOTAL BUDGETARY IMPACT: ~~$ 6,240.00~~ 6,302.40 tg

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
07/24/~~2014~~ 2017	10/22/2017	8:00 a.m. to 5:00 p.m. Mon. thru Friday	40	13 weeks

Annual Salary ~~25~~ ~~$ 6,240.00~~ $6,302.40 tg Hourly Rate ~~$ 12.00~~ $12.12 tg
Annual Salary / ~~2080~~ hrs per year = Hourly Rate
$20 min

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

At this time, two (2) administrative assistant employees are on extended leave.

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

Department Head	Date 6/29/17
Department of Human Resources	Date 6/30/
Department of Budget & Management	Date 7/5/17

HR Form: 032 2/9/2017

AI-60516 **Human Resources** **13. C.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Criminal District Attorney (1100):
1. Approval to create one (1) Full-time Temporary position for 24 weeks beginning 7/11/17 and ending 12/31/17, as follows:

Slot No.	Position Title	Annual Salary	Proposed Budgeted Salary
080-002-0-T137	Administrative Assistant I	$26,547.00	$12,249.60 - $12.76/hourly

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-412-00-080-002-0-XXX

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

BUDGETARY IMPACT:

Funding to be determined.

Attachments

JOB DESCRIPTION
Fiscal Note
PAR - AI-60516

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/30/2017 03:08 PM
Final Approval	Monica Salinas	07/07/2017 01:51 PM
Human Resources	Diana Munoz	07/07/2017 03:20 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Diana Munoz		Started On: 06/29/2017 10:39 AM
Final Approval Date: 07/07/2017		

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

ADMINISTRATIVE ASSISTANT I

GENERAL DESCRIPTION

Employee performs entry-level administrative support or technical program work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, edits, and distributes correspondence, reports, forms, and documents

Maintains files and records

Performs data entry

Assists in compiling statistical data and preparing various charts, graphs, and written summaries

May receive and review forms and applications for completeness of information

May interpret and explain rules, regulations, policies, and procedures

May review applications for agency services to ensure forms are filled out completely and accurately

May review and route mail

May provide assistance answering phone calls, routing incoming calls, taking messages, greeting visitors, and directing them to the appropriate staff

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in clerical work or administrative support work

Graduation from a high school or equivalent (GED)

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

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: Wednesday, July 05, 2017 **Agenda Item:** **60516**

Summary of request/proposal:
Criminal DA (1100): Approval of the following personnel action.

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Administrative Assistant I	T137	121	0.00	12,249.60	12,249.60
Budgetary Impact:				0.00	12,249.60	12,249.60

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-412-00-080-002-0-	121	CRIM DA	TEMP F/T EMPLOYEES	$12,249.60
7-1100-412-00-080-002-0-	220	CRIM DA	FICA	$937.09
7-1100-412-00-080-002-0-	250	CRIM DA	UNEMPLOYMENT COMP	$73.50
7-1100-412-00-080-002-0-	260	CRIM DA	WORKER'S COMP	$13.47
			2017 Budgetary Impact	$13,273.66

Possible Funding Sources: **Funding Undetermined**

Comments:

COUNTY OF HIDALGO

DEPARTMENT OF HUMAN RESOURCES

RECEIVED
JUL 10 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *Complete multiple personnel action form if department is requesting more than (3) personnel actions.*

Date: 07/07/2017 | Current Slot No.: N/A

Department Name: DA's Office | Current Position Title: Proposed (T137)

Department No.: 080-002 | Requested Position Title: Administrative Assistant I

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

	Current Budgeted Amount	Proposed Budgeted Amount	Net Change
SALARY REQUEST:	$ 0.00	$ 12,249.60	$ 12,249.60
SALARY REQUEST:			$ 0.00

TOTAL BUDGETARY IMPACT: $ 12,249.60

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:**

07/11/2017	12/31/2017	Monday - Friday	40	24
Start Date	End Date	Work Schedule	Hours per Week	No. of Weeks

Annual Salary $26,547.00 (Step 1 Salary / 2,080 Hours Per Year = Hourly Rate) Hourly Rate $ 12.76

24		40		960		$ 12.76		$ 12,249.60
No. of Weeks	x	Hours per Week	=	Total Hours	x	Hourly Rate	=	Budgeted Salary

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

Replacement needed for two key court assigned Administrative Assistant personnel in the DA's Misdemeanor Division who are currently on leave. Action is necessary to minimize loss in productivity and to meet daily needs and demands of the court system.

Form originally submitted on 06/28/17. P Canti

Department Head — Date 07/07/17

Department of Human Resources — Date 7/10/2017

Department of Budget & Management — Date 7/10/17

HR Form: 028
Revised: 07/07/2017

* Salary changed @ the request of Mr. Silguero @ HR.

AI-60546 **Human Resources** **13. D.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Courthouse Security (1241):
1. Discussion, consideration, and approval of the following personnel actions, effective next full pay period of 7/24/2017:

Action	Dept. / Program	Slot #	Position Title	Current/Proposed Budgeted Salary
Delete	125-032	0003	Deputy Sheriff Step II	($45,691.00)
Create	125-032	0017	Senior Deputy Sheriff Step III	$51,834.00

2. Approval to transfer Senior Deputy Sheriff Step III, employee No. 056448, from 280-001 Slot No. 0151 to 125-032 Slot No. 0017; effective next full pay period.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1241-421-23-125-032-0-XXX

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

BUDGETARY IMPACT:

Funding available within department's budget.

Attachments

Fiscal Note
Salary Analysis
Courthouse Security-AI-60546

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/30/2017 03:09 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Diana Munoz		Started On: 06/30/2017 02:45 PM

Final Approval Date: 07/07/2017

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: **07/11/17**

Agenda Item: **60546**

Summary of request/proposal:
Courthouse Security (1241): Approval of the following personnel actions, effective 07/24/17.

Fund	Position	Slot #	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1241	Deputy Sheriff Step II	0003	113	45,691.00	0.00	(45,691.00)
1241	Senior Deputy Sheriff Step III	0017	113	0.00	51,834.00	51,834.00
				45,691.00	51,834.00	6,143.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1241-421-23-125-032-0-	113	COURTHOUSE SECURITY	REG F/T EMPLOYEES	$2,717.10
7-1241-421-23-125-032-0-	211	COURTHOUSE SECURITY	HEALTH INSURANCE	$0.00
7-1241-421-23-125-032-0-	212	COURTHOUSE SECURITY	LIFE INSURANCE	$0.00
7-1241-421-23-125-032-0-	220	COURTHOUSE SECURITY	FICA	$207.86
7-1241-421-23-125-032-0-	230	COURTHOUSE SECURITY	RETIREMENT	$311.65
7-1241-421-23-125-032-0-	250	COURTHOUSE SECURITY	UNEMPLOYMENT COMP	$16.30
7-1241-421-23-125-032-0-	260	COURTHOUSE SECURITY	WORKER'S COMP	$84.77
			2017 Budgetary Impact	$3,337.68

2018 Budgetary Impact $7,546.06

Possible Funding Sources: **Funding available within department's budget.**

Comments:

Hidalgo Co. Budget Office
2/3/2005

COURTHOUSE SECURITY

Salaries Analysis Worksheet

7/6/2017

Acct No: 7-1241-421-23-125-032-0-XXX Courthouse Security

BUDGETED

Object Code	Acct. Description	2017 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Availability
113	Reg F/T Employees	$692,862.00	$26,648.54	13.5	$359,755.27	$367,904.20	$8,148.93
TOTAL		**$692,862.00**	**$26,648.54**	**-**	**$359,755.27**	**$367,904.20**	**$8,148.93**

*Expenditures based on budgeted.

COUNTY OF HIDALGO

DEPARTMENT OF HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *Complete multiple personnel action form if department is requesting more than (3) personnel actions.*

Date: 07/06/2017 Current Slot No.: ~~125-003~~ 0003 mm

Department Name: ~~SHERIFF'S OFFICE~~ courthouse security Current Position Title: DEPUTY SHERIFF STEP II

Department No.: ~~280-125~~ 125-032 Requested Position Title:

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

SALARY REQUEST:	$ 45,691.00	$ 0.00	-$ 45,691.00
	Current Budgeted Amount	Proposed Budgeted Amount	Net Change
SALARY REQUEST:			$ 0.00
	Current Budgeted Amount	Proposed Budgeted Amount	Net Change

TOTAL BUDGETARY IMPACT: -$ 45,691.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

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

☐ Salary Adjustment ☑ Other To fund new position

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

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

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

TEMPORARY POSITIONS:

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

Annual Salary _____ Hourly Rate _____

Annual Salary / 2080 Hours Per Year = Hourly Rate

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

Position to be deleted to cover fundings to accommodate ~~Sr~~ Senior Deputy Step III, employee #[redacted] to Courthouse Security Budget. mm

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

Department Head — Date 7-6-17

Department of Human Resources — Date 7/7/2017

Department of Budget & Management — Date 7/7/17

RECEIVED JUL -7 2017 HUMAN RESOURCES

HR Form: 028
Revised: 02/23/2017

COUNTY OF HIDALGO
DEPARTMENT OF HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *Complete multiple personnel action form if department is requesting more than (3) personnel actions.*

Date: 07/06/2017 Current Slot No.: _____

Department Name: ~~SHERIFF'S OFFICE~~ courthouse security Current Position Title: _____

Department No.: ~~280-125~~ → 125-032 Requested Position Title: ~~SR~~ senior DEPUTY SHERIFF STEP III

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification * ☑ Other ~~CREATE~~

SALARY REQUEST:	$ 0.00 Current Budgeted Amount	$ 51,834.00 Proposed Budgeted Amount	$ 51,834.00 Net Change
SALARY REQUEST:	_____ Current Budgeted Amount	_____ Proposed Budgeted Amount	$ 0.00 Net Change

TOTAL BUDGETARY IMPACT: $ 51,834.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☐ Other Funds from deleted slot #125-003

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 Hours Per Year = Hourly Rate

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

To create position to accommodate ~~Sr~~ senior Deputy Sheriff Step III, employee #54488, to Courthouse Security Budget. MTM

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

Department Head _____ Date 7-6-17

Department of Human Resources _____ Date 7/7/2017

Department of Budget & Management _____ Date 7/7/17

RECEIVED
JUL -7 2017
HUMAN RESOURCES

HR Form: 028
Revised: 02/23/2017

AI-60614 **Human Resources** **13. E.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Precinct 1 Administration (1200):
1. Approval to create one (1) Part-time Temporary position for 20 weeks beginning 7/24/17 and ending 12/17/17, as follows:

Dept.	Slot No.	Position Title	Proposed Budgeted Salary
121-004	T031	Administrative Assistant I	$10,208.00 -$12.76/hourly

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-121-004-0-XXX

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

BUDGETARY IMPACT:

Funding available within department's budget.

Attachments

JOB DESCRIPTION
CC 07.11.17-Fiscal Note-Pct1 Admin-AI-60614 Revised
Salary Analysis-Pct1
par-revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/06/2017 04:17 PM
Final Approval	Monica Salinas	07/07/2017 03:34 PM
Form Started By: Diana Munoz		Started On: 07/06/2017 03:42 PM
Final Approval Date: 07/07/2017		

HIDALGO COUNTY PRECINCT #1

ADMINISTRATIVE ASSISTANT I

GENERAL DESCRIPTION

Employee performs entry-level administrative support or technical program work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, edits, and distributes correspondence, reports, forms, and documents

Maintains files and records

Performs data entry

Assists in compiling statistical data and preparing various charts, graphs, and written summaries

May receive and review forms and applications for completeness of information

May interpret and explain rules, regulations, policies, and procedures

May review applications for agency services to ensure forms are filled out completely and accurately

May review and route mail

May provide assistance answering phone calls, routing incoming calls, taking messages, greeting visitors, and directing them to the appropriate staff

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in clerical work or administrative support work

Graduation from a high school or equivalent (GED)

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

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: 07/11/17

Agenda Item: **60614**

Summary of request/proposal:
Pct 1 Admin (1200): Approval of the following personnel action:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Administrative Assistant I	T031	122	0.00	5,104.00	5,104.00
				0.00	5,104.00	5,104.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1200-431-00-121-004-0-	122	PCT 1 ADMINISTRATION	TEMP P/T EMPLOYEES	$5,104.00
7-1200-431-00-121-004-0-	220	PCT 1 ADMINISTRATION	FICA	$390.46
7-1200-431-00-121-004-0-	250	PCT 1 ADMINISTRATION	UNEMPLOYMENT COMP	$30.62
7-1200-431-00-121-004-0-	260	PCT 1 ADMINISTRATION	WORKER'S COMP	$5.61
			2017 Budgetary Impact	$5,530.69

Possible Funding Sources: **Funding available within department's budget.**

Comments:

Pct 1 Administration

Salaries Analysis Worksheet

7/11/2017

Acct No: 7-1200-431-00-121-004-0-XXX Pct 1 Administratrion

BUDGETED							
Object Code	Acct. Description	2017 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Availability
113	Reg F/T Employees	$751,802.00	$28,915.46	13.5	$390,358.73	$675,645.30	$285,286.57
TOTAL		**$751,802.00**	**$28,915.46**	**-**	**$390,358.73**	**$675,645.30**	**$285,286.57**

*Expenditures based on budgeted.

COUNTY OF HIDALGO
DEPARTMENT OF HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *Complete multiple personnel action form if department is requesting more than (3) personnel actions.*

Date: 07/06/2017 | Current Slot No.: T00301 MM

Department Name: Hidalgo County Pct. 1 | Current Position Title:

Department No.: 121 - 004 | Requested Position Title: Administrative Assistant I

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

	Current Budgeted Amount	Proposed Budgeted Amount	Net Change
SALARY REQUEST:	$ 0.00	~~$ 5,614.40~~ $5,104.00 tg	~~$ 5,614.40~~ $5,104.00 tg
SALARY REQUEST:			$ 0.00

TOTAL BUDGETARY IMPACT: ~~$ 5,614.40~~ $5,104.00 tg

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
~~07/11~~/2017 (24)	~~12/07~~/2017 (10 MM)	Mon. - Fri. 8 a.m. - 12 p.m.	20	~~4 months~~ 20 weeks MM

Annual Salary $12.76 x ~~480~~ 400 MM hrs. = ~~$5,614.40~~ $5,104.00 MM | Hourly Rate $ 12.76

Annual Salary / 2080 Hours Per Year = Hourly Rate

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

Temporary position needed to provide staff members with administrative support and enable other department staff to keep up with the daily needs and demands of the department.

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

Department Head: Amy S Smith	Date: 7/6/17
Department of Human Resources:	Date: 7/7/2017
Department of Budget & Management:	Date: 7/10/17

RECEIVED JUL - 7 2017 HUMAN RESOURCES

HR Form: 028
Revised: 02/23/2017

AI-60615 **Urban County** **14. A.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Sandra Regalado, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Hold a Public Hearing to consider public comments for revision to the Hidalgo County Urban County Program's Citizen Participation Plan. Notice to the Public Hearing was published on June 15, 2017. Public Comments will will be accepted until the close of business of July, 17, 2017.

BACKGROUND

In accordance with the U.S. Department of Housing and Urban Development (HUD), the County of Hidalgo Urban County Program (UCP) must hold a public hearing for the solicitation of comments on the proposed changes to its Citizen Participation Plan. The Plan has been amended to better explain the citizen participation process and formalize the procedures related to the development of the Assessment of Fair Housing.

Fiscal Impact

Attachments

Public Notice

Citizen Participation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/06/2017 04:30 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Sandra Regalado Started On: 07/06/2017 03:43 PM

Final Approval Date: 07/07/2017

PUBLIC NOTICE

COUNTY OF HIDALGO

URBAN COUNTY PROGRAM

Publication date: June 15, 2017

In accordance with the U.S. Department of Housing and Urban Development (HUD), the County of Hidalgo Urban County Program (UCP) hereby announces a public hearing and solicitation of comments on the proposed changes to its Citizen Participation Plan. Comments will be accepted until the close of business of Monday, July 17, 2017.

A public hearing will be held on Monday, July 10, 2017 at 6:00 P.M. at the Hidalgo County Urban County Program office located at 427 E. Duranta, Suite 107, Alamo, Texas, 78516. Additionally, a hearing will be held on Tuesday, July 11, 2017 at 9:30 A.M. at the Hidalgo County Commissioners' Court located at 100 E Cano, Edinburg, Texas 78516.

The proposed Citizen Participation Plan will be amended to better explain the citizen participation process as it relates to the Consolidated Plan Strategy, One Year Action Plan and the Assessment of Fair Housing (AFH) process.

The draft of the proposed Citizen Participation Plan may be viewed at the UCP Office, 427 E. Duranta, Suite 107, Alamo, Texas, 78516, from 9:00 A.M. to 4:00 P.M., Monday through Friday or online at https://tx-hidalgocounty.civicplus.com/index.aspx?nid=1454. Also, a copy of the plan will be made available to County Precinct Offices, applicable City Halls and public libraries. Language translation services are available upon request.

All interested agencies and citizens are encouraged to attend these sessions and participate in the public hearings. These public hearings are a part of the Citizen Participation Plan process and comply with program requirements.

Accommodations for individuals with disabilities will be provided upon request.

For more information please come by the Urban County Office or call (956) 787-8127.

View Citizen Participation Plan here: [INSERT WEBLINK]

Diana R. Serna, Director
County of Hidalgo - Urban County Program
427 E. Duranta Avenue, Suite 107, Alamo, Texas 78516.

EQUAL HOUSING OPPORTUNITY

AVISO PÚBLICO
CONDADO DE HIDALGO
PROGRAMA URBANO

Publicado el día 15 de Junio del 2017

De acuerdo con el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos y el Programa Urbano del Condado de Hidalgo se llevara a cabo una audiencia publica y estará solicitando comentarios sobre los propuestos cambios al Plan de Participación Ciudadana. Comentarios serán aceptados hasta el cierre de actividades del lunes, 17 de junio del 2017.

Se llevara a cabo dos audiencias publicas el lunes, 10 de julio del 2017 a la 6:00 p.m. en la oficina de el Programa Urbano del Condado de Hidalgo ubicada en **427 E. Duranta Ave., Suite 107 Alamo,** Texas 78516. La segunda audiencia pública se llevara a cabo el martes, 11 de julio del 2017 en la Corte de Comisionados del Condado de Hidalgo en la sala de reuniones ubicada en **100 E. Cano, Edinburg,** Texas 78539.

Los propuestos cambios al Plan de Participación Ciudadana se harán para poder proveer mejor explicación del proceso de la participación ciudadana y formalizar el proceso relacionado con el desarrollo de valoración de equidad de la vivienda

El Plan de Participación Ciudadana estará disponible para que el público lo revise en la oficina del Programa Urbano del Condado Hidalgo y en las oficinas de los Precintos, las oficinas municipales participantes, bibliotecas públicas y el sitio de red del Condado Hidalgo. Ayuda de servicios de traducción serán disponible a petición.

Se les implora a toda agencia y ciudadanos que se presenten y participan en la audiencia pública. La audiencia pública es parte del Plan de Participación Ciudadana y cumple con los requisitos requeridos.

Acomodación será proporcionada a petición para las personas con discapacidad.

Para obtener más información, por favor acuda a la oficina del Programa Urbano del Condado Hidalgo ó llame al (956) 787-8127.

Usted puede ver el Plan de Participación Ciudadana aquí: [INSERT WEBLINK]

Diana R. Serna, Director
County of Hidalgo - Urban County Program
427 E. Duranta Avenue, Suite 107, Alamo, Texas 78516.

EQUAL HOUSING OPPORTUNITY

Hidalgo County
Urban County Program

Citizen Participation Plan

427 E Duranta Ave, Suite 107, Alamo Texas 78516 ph. (956) 787-8127 fax (956) 318-2988
E-mail: ucp@co.hidalgo.tx.us

CITIZEN PARTICIPATION PLAN

The County of Hidalgo Urban County Program is required by 24 CFR 91.105 to have a detailed Citizen Participation Plan which contains the County's policies and procedures for public involvement in the Consolidated Plan Strategy (CPS) process; when preparing an assessment of fair housing (AFH), and the use of **Community Development Block Grants** (CDBG), **HOME**, and **Emergency Shelter Grants** (ESG) funds. This Citizen Participation Plan must be available to the public.

This Plan covers the four County Precincts, and eighteen non-entitlement cities which comprise the Hidalgo County Urban Program, and **supersedes all previous plans.** (Addresses and telephone numbers for the Consortium Cities and Precincts and central administration are listed as an attachment to this Plan.)

Encouraging Public Participation

The law requires that the Citizen Participation Plan both provide for and encourage public participation, in the development of the AFH, any revisions to the AFH, the consolidated plan, any substantial amendments to the consolidated plan or annual action plan and the annual performance report.

The following are encouraged to participate in the development of documents aforementioned:

Low and moderate income people — especially those living in low and moderate income neighborhoods, particularly those persons living in areas designated as a revitalization area or in a slum and blighted area where CDBG or HOME funds are proposed to be used.

Minorities, people who do not speak English, homeless individuals and families, and people with disabilities (including nursing homes and other institutions for persons with disabilities) are encouraged. Summaries of basic information about CDBG, HOME and ESG, the Consolidated Planning process; and AFH are to be made available in English and Spanish (when requested).

Local and regional institutions, Continuums of Care, and other organizations (including businesses, developers, non-profit organizations, philanthropic organizations, and community-based and faith-based organizations.

Local public housing agencies and residents of public housing (including any resident advisory boards, resident councils, and resident management corporations).

The Role of Low Income People

The law declares that the primary purpose of the programs covered by this Citizen Participation Plan is to improve communities by providing: decent housing, a suitable living environment, and growing economic opportunities — all principally for low and moderate income people.

The amount of federal fund the County receives each year is mostly based upon the severity of both poverty and substandard housing conditions in the County therefore, it is necessary that public participation genuinely involve low income residents who experience these conditions. Participation by low income people is strongly encouraged at all stages of the process.

The Stages of the Consolidated Plan Process

The general stages include:

1. Identification of housing and community development needs.
2. Preparation of a "draft" use-of-funds-document for the upcoming year, called the proposed Annual Action Plan. Periodically there will be the development of a proposed Consolidated Plan or the development or revision of the Assessment of Fair Housing, and any amendments.
3. Formal approval by elected officials of a final Annual Action Plan or Consolidated Plan.
4. On occasion during the year, it might be necessary to change the use of the money already budgeted in an Annual Action Plan, or to change the priorities established in the Consolidated Plan. In that case, a formal Substantial Amendment will be proposed, considered and acted upon.
5. After a program year is complete, an Annual Performance Report must be drafted for public review and comment followed by submittal to HUD.

The Program Year

The Program Year chosen by the County of Hidalgo is July 1 through June 30.

PUBLIC NOTICE

There shall be 30 day advanced public notice, published in English and Spanish, for the development and any revisions to the AFH; Proposed Annual Action Plan or Consolidated Plan, any proposed Substantial Amendment to the Action Plan or Consolidated Plan, and the Annual Performance Report.

In addition, there shall be 30 day advanced public notice of all public hearings and all public meetings or County Commissioners' Court meetings relating to the funds or planning process covered by this Citizen Participation Plan.

Forms of Public Notice

1. Public notices will be published in one or more newspapers of general circulation, including Spanish-language newspaper(s), and will be posted at the City Hall, Precinct offices, public libraries and Urban County administrative offices, as applicable.

Public notices will be display advertisements in a non-legal section of the newspaper. Advertisements for bid may be placed in the legal sections of the newspaper, which is where prospective bidders are accustomed to finding such notices.

2. Ads and notices may also be placed in: The Mission Progress-Times, the Delta News, the Delta Chronicle, the Mercedes Enterprise, or the Mid-Valley or Upper-Valley Town Crier, and other local newspapers as appropriate and approved in advance by Urban County Program.

3. Notice will be sent to any person or organization requesting a copy or who are on a mailing list.

4. Notice may be posted neighborhood organizations, public housing resident groups, radio and television media, and other persons or groups as deemed appropriate by the Urban County Program.

5. Copies of each document will be available on the Hidalgo County Urban County Program's webpage.

PUBLIC ACCESS TO INFORMATION

The County will provide citizens/residents, public agencies, and other interested parties with reasonable and timely access to the documents relating to the Consolidated Plan, and the use of assistance under the programs covered by the Plan for the preceding five years, as well as related to the AFH and its revisions.

For non English speaking citizens/residents, reasonable steps to provide language assistance to ensure meaningful access will be provided. Those speaking Spanish will be assisted by staff, board members, and officials whom are proficient in the Spanish language.

Persons requiring materials in a language other than English should contact the Urban County Program at (956) 787-8127, 427, E. Duranta, Suite 107, Alamo, TX 78516.

Standard Documents

Standard Documents include:

The proposed and final Annual Action Plans

The proposed and final Consolidated Plan

Proposed and final Substantial Amendments to either an Annual Action Plan or the Consolidated Plan

Consolidated Annual Performance Evaluation Reports (CAPER)

Assessment of Fair Housing (AFH)

Amendments or revisions to the AFH

The Citizen Participation Plan

Availability of Standard Documents

These materials will be available in a form accessible to persons with disabilities, or to persons, who do not speak English, upon requested.

Places Where Standard Documents Are Available

Standard Documents will be available at the Urban County Office, 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516.

PUBLIC HEARINGS

Public Hearings are required by law in order to obtain the public's views and to provide the public with the City's responses to public questions and proposals.

The law requires Public Hearings at all stages of the process, including at least one public hearing on Community Needs (Needs Assessment) and one public hearing to review Proposed Use of Funds.

Access to Public Hearings

Public Hearings will be held only after there has been Adequate Notice as described in the Public Notice part of this Citizen Participation Plan.

Public Hearings will be held **at or after 6 p.m.** whenever possible, a time convenient to most people who might benefit from the use of the funds.

Public Hearings should be held at places convenient and not intimidating to most people who might benefit from the use of the funds. Public Hearings may be held at the Commissioners' Court, at the Precinct offices, at the City Halls of the Consortium Cities, and at Community Centers, public housing authorities, libraries and schools, and other appropriate locations.

Public Hearings and Populations with Unique Needs

All Public Hearings will be held at locations accessible to people with disabilities. Provisions will be made for people with disabilities when requests are made at least three working days prior to a meeting. Translators will be provided for people who do not speak English, also upon three working days notice. These services shall be provided at no charge to the public.

The Conduct of Public Hearings

When possible, Public Hearings shall be conducted in the presence of the City Council or City Commission of the City, or the Commissioner of the Precinct. ***The Public Hearing concerning final adoption of the Annual Plan and/or 5 Year Action Plan shall be conducted, whenever possible, in the presence of the Hidalgo County Commissioners' Court.***

THE STAGES IN THE PROCESS

Identifying Needs

Because the housing and community development needs of low and moderate income people are so great and so diverse, priorities must be set. This is the basic reason the Consolidated Plan exists.

The laws and regulations require at least one Public Hearing each year to obtain residents' opinions about needs and what priorities those needs have.

Public Hearings about needs will be completed 30 days before a draft Annual Action Plan/Consolidated Plan is published for comment, so that the needs identified can be considered by the County and addressed in the draft Annual Action Plan or Consolidated Plan.

Assessment of Fair Housing

At the start of the public participation process, HUD provided data and any other supplemental information will be made available to its citizens/residents, public agencies, and other interested parties. The HUD-provided data available to the public by cross-referencing to the data on HUD's Web site and when applicable on the Hidalgo County Urban County Program's website.

The Proposed Annual Action Plan (and/or Five-Year Strategy)

The law providing the funds covered by this Citizen Participation Plan calls for improved accountability of jurisdictions to the public. In that spirit and in compliance with the terms of the law. The County of Hidalgo will use the following procedures:

At the beginning of the this stage, the County will provide the public with an estimate of the amount of CDBG, HOME, and ESG funds it expects to receive in the upcoming year, along with a description of the range of the types of activities that can be funded with these resources. Each city and precinct in the Urban County Consortium will provide the public with similar information concerning their allotment for the upcoming year. The public will also be given an estimate of the amount of these funds which will be used in ways that will benefit low and moderate income people.

The plans of the County to minimize the extent to which low and moderate income people will have to leave their homes as a result of these federal dollars (called "displacement") will also be available at this time. This "anti-displacement plan" will also describe how the

County will compensate people who are actually displaced as a result of the use of these funds, specifying the type and amount of compensation.

The following steps represent the process:

1. Development of the Assessment of Fair Housing
    a. Publish & Post notice.
    b. There shall be a 30 day comment period before final approval by the County Commissioner's Court.
    c. There shall be a public hearing before the County Commissioner's Court during the 30 day comment period.
    d. Send to HUD for final approval.
2. Consolidated Plan/Annual Action Plan
    a. Publish & Post Notice of Funding Availability.
    b. A public hearing about the proposed Consolidated Plan/Annual Action Plan will be conducted by the City Commission at least 30 days before final approval allowing for additional comments.
    c. There shall be a public hearing before the County Commissioner's Court during the comment period before final approval by the City Commission.
    d. Send to HUD for final approval.
3. Substantial Amendments
    a. Publish & Post notice.
    b. There shall be a 30 day comment period.
    c. There shall be a public hearing before the County Commissioner's Court during the comment period followed by a public hearing before the City Commission.
    d. Send to HUD for final approval.
4. Consolidated Annual Performance & Evaluation Report (CAPER).
    a. Publish & Post notice.
    b. Hold public hearing
    c. There shall be a 15 day comment period.
    d. Submit to HUD for approval.

Technical Assistance

County staff and the staff of the cities and precincts in the Urban County will work with organizations and individuals representative of low and moderate income people who are interested in submitting a proposal to obtain funding for an activity. All potential applicants for funding are encouraged to contact County or City staff for technical assistance before submitting a proposal.

Availability of a Proposed Annual Action Plan, Consolidated Plan, CAPER and AFH

The County will notify the public that a Proposed Annual Action Plan/Consolidated Plan is available. The means of "Notice" described earlier will be used.

The date that a **Proposed** Consolidated Plan is available to the public will be at least 30 days prior to the date a **Final** Consolidated Plan is approved by the County Commissioners'

Court so that low and moderate income people will have a reasonable opportunity to examine it and to submit comments.

Copies of the Proposed Annual Action Plan (and/or Five-Year Strategy) will be made available to the public for free and without delay at the locations specified in the section "Public Access to Information." This requirement may be satisfied by distributing summaries of the Annual Action Plan (and/or five Year Strategy), along with information as to where complete copies could be located.

So that low and moderate income people can determine the degree to which they might be affected, they will be provided, upon request, complete copies of the Proposed Annual Action Plan, Consolidated Plan and AFH (and/or Five-Year Strategy), containing all HUD-required sections, the HUD-required Priorities Table, and a written description of all proposed uses of CDBG, HOME, and ESG funds. At a minimum, this description shall include the type of activity, its location, and the amount of federal money to be allocated to it.

This requirement may be satisfied by distributing summaries of the Annual Action Plan, Consolidated Plan, and AFH, along with information as to where complete copies may be reviewed.

Public Hearing and Further Action

A Public Hearing about the Proposed Action Plan/Consolidated Plan will be held no sooner than 30 days after the Plan is first made available to the public. Additionally, this Hearing will be held so that officials may consider the comments from the public before final approval of the Action Plan or Consolidated Plan.

In preparing the Final Annual Action Plan, Consolidated Plan or AFH careful consideration will be given to all comments and views expressed by the public, either verbally or in writing. The Action Plan, Consolidated Plan and AFH will have a section which presents all comments received, and explains why any comments were not accepted.

THE FINAL ANNUAL ACTION PLAN/CONSOLIDATED PLAN, AFH AND CAPER

Copies of the Final Annual Action Plan, Consolidated Plan, AFH and CAPER or a summary of it will be made available to the public for free upon written request and within three (3) days of a request.

AMENDMENTS TO THE ANNUAL ACTION PLAN/CONSOLIDATED PLAN AND AFH

The Final Annual Action Plan/Consolidated Plan will be amended at any time there is a:

a) change in one of the Priorities presented;
b) creation or deletion of an activity;
c) change in the purpose, location, scope, or beneficiaries of an activity; and
d) a material change in the AFH HUD provided data which effect established priorities and goals. The public will be given 30 days to comment on any revision/amendment to the AFH before submission to HUD for approval

Public notification requirements will be followed for substantial amendments to the Annual Action Plan/Consolidated Plan and AFH.

Substantial Amendments

The following will be considered "Substantial" Amendments:

1. A change in the use of CDBG money from one activity to another of $300,000.00 or more.
2. A change in the use of HOME, or ESG money from one activity to another of $300,000.00 or more.
3. Addition of an activity not originally included in the annual Work Plan of a city or precinct.
4. Elimination of an activity originally included in the annual Work Plan of a city or precinct.
5. A change in the purpose of an activity (such as changing a construction project from residential to commercial).
6. A significant change in the location of an activity.
7. A decrease of 20% or more in the number of low and moderate income beneficiaries.

Public Notice and Public Hearing Requirements for Substantial Amendments

There must be reasonable notice of a proposed Substantial Amendment so that residents will have an opportunity to review it and comment on it. Notice will be made according to the procedures described earlier in this Citizen Participation Plan, with the addition of the following procedures specifically for Substantial Amendments.

1. There will be a 30 day advance notice of and availability of a proposed Substantial Amendment before there is a Public Hearing about it.
2. A detailed written description of the proposed Substantial Amendment will be made available to the public at no cost within three working days of a request.
3. Copies will also be available at the locations indicated earlier in this document.
4. A Public Hearing must be held before the governing body of the entity requesting the Amendment.
5. The Final Substantial Amendment will have a section that presents all comments received, both verbally and in writing, and explains why any comments were not accepted.

E. THE CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)

Each year, the County must send into HUD a Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days of the close of the program year. In general, the Consolidated Annual Performance Annual Performance Evaluation Report must describe how funds were actually used and the extent to which these funds were used for activities to benefit low and moderate income people.

Public Notice and Public Hearing for Consolidated Annual Performance and Evaluation Report

There must be reasonable notice that an Consolidated Annual Performance and Evaluation Report is available so that residents will have an opportunity to review it and comment on it. Notice will be made according to the procedures described earlier in this Plan, with the following additional procedures specifically for the Consolidated Annual Performance and Evaluation Report.

1. There will be 15 days[1] advance notice of the availability of an Consolidated Annual Performance and Evaluation Report before there is a Public Hearing about it.
2. A complete copy of the CAPER will be made available to the public at no cost within three working days of a request. Copies and/or summaries will be available at the locations indicated earlier in this Citizen Participation Plan.
3. There will be a public hearing regarding the Consolidated Annual Performance and Evaluation Report.
4. ***The Public Hearing will be held, when possible, before the County Commissioners' Court.***
5. In preparing the Consolidated Annual Performance and Evaluation Report for submission to HUD, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the public hearing or submitted in writing. The Report sent to HUD will have a section that presents all comments and explains why any comments were not accepted.

Contents of the Annual Performance Report

The Consolidated Annual Performance and Evaluation Report (CAPER) presented to the public will contain at least as much detail as was required by HUD for CDBG Grantee Performance Reports. The Annual Performance Report will have an accounting for each activity during the year for which the CAPER is applicable. Details presented may include but not be limited to:

1. Name of Activity.
2. A description of the activity in enough detail for the public to have a clear understanding of it.
3. The national objectives to be met.
4. Accomplishments, using numerical values when possible.
5. Overall beneficiaries

[1] March 3, 2010- Commissioners' Court approved an amendment to the Citizen Participation Plan to allow the following change: Public Hearing advance Notice Requirement from 30 days to 15 days for CAPER. Item was recommended for approval by the Urban County Development Advisory Council on May 15, 2009.

COMPLAINT PROCEDURES

Written complaints from the public will receive a meaningful written reply within 15 working days. Copies of the complaints and answers will be forwarded to HUD.

EXCEPTIONS TO THE CITIZEN PARTICIPATION PLAN

The only exceptions to the Citizen Participation Plan shall be those situations arising out of unforeseen circumstances, emergencies, or acts of God, or other circumstances which, in the opinion of an Urban County City or Precinct, require immediate attention in order to alleviate or prevent serious damages or threat to human life or property. The opinion of the City or Precinct must be ratified by the County Judge of the County of Hidalgo, or his designated representative, in order to be effective.

During these emergency situations, the provisions of the Citizen Participation Plan shall be suspended, and the City or Precinct may respond to the situation at hand within the parameters set out by local emergency management regulations and procedures

CHANGING THE CITIZEN PARTICIPATION PLAN

This Citizen Participation Plan can be changed only after the public has been notified of an intent to modify it, and only after the public has had a reasonable chance to review and comment on proposed substantial changes to it.

THE URBAN COUNTY CITIES

CITY OF ALAMO
Mayor Diana Martinez
Mgr: Luciano Ozuna, Jr.
420 N Tower Road
Alamo, Texas 78516
Phone: (956) 787-0006
Fax: (956) 787-6807
dmartinez@alamotexas.org
lozuna@alamotexas.org

CITY OF ALTON
Mayor Salvador Vela
Mgr: Jorge Arcaute
Asst City Mgr: Steve Pena
509 South Alton Blvd
Alton, Texas 78573
Phone: (956) 432-0760
Fax: (956) 432-0766
jorge.arcaute@alton-tx.gov

CITY OF DONNA
Mayor: David Simmons
Mgr: Fernando Flores
307 S. 12th St
Donna, Texas 78537
Phone: (956) 464-3314
Fax: (956) 464-9923
dsimmons@donnaisd.net
fflores@cityofdonna.org

CITY OF EDCOUCH
Mayor
Robert T. Schmalzried
Mgr: Noe Cavazos
P.O. Box 100
Edcouch, Texas 78538
Phone : (956) 262-2140
Fax:(956) 262-4953
cityofdcouch@aol.com

CITY OF ELSA
Mayor Alonzo Perez
Mgr: Juan Ybarra
P.O. Box 427
Elsa, Texas 78543
Phone: (956) 262-2127
Fax: (956) 262-5002
Jcantu1720@yahoo.com
vmontoya@cityofelsa.net

CITY OF GRANJENO
Mayor Yvette Cabrera
Mgr: Martin Villarreal
6603 SO FM 494
Granjeno, Texas 78272
Phone: (956) 519-0032
Fax: (956) 519-7662
Cell: (956) 227-7127 Yvette
cityofgranjeno@yahoo.com

CITY OF HIDALGO
Mayor Martin Cepeda
Mgr: Mike Perez
704 E. Texano Dr
Hidalgo, Texas 78557
Phone: (956) 843-2286
Fax: (956) 843-2317
cepedmar@yahoo.com
hidcitymgr@cityofhidalgo.net

CITY OF LA JOYA
Mayor J.A. "Fito" Salinas
Mgr: Mike Alaniz
PO Box H
La Joya, Texas 78560
Phone: (956) 581-7002
Fax: (956) 580-7000
cityoflajoya@aol.com
malaniz@cityoflajoya.com

CITY OF LA VILLA
Mayor Hector Elizondo
Mgr: Arnie Amaro
PO Box 60
La Villa, Texas 78562
Phone: (956) 262-2122
Fax: (956) 262-2516
(956) 262-8400
cityoflavilla@lavillatx.com

CITY OF MERCEDES
Mayor Henry Hinojosa
Mgr: Ricardo Garcia
PO Box 837
Mercedes, Texas 78570
Phone: (956) 565-3114
Fax: (956) 565-8592
rgarcia@cityofmercedes.net
mayor@cityofmercedes.net

CITY OF PALMHURST
Mayor Gerardo Perez
Mgr: Ramon Segovia
400 W Veteran Blvd
Palmhurst, Texas 78574
Phone: (956) 583-8697
Fax: (956) 581-4630
cperez@cityofpalmhurst.com

CITY OF PALMVIEW
Mayor Jorge Garcia
Mgr: John Alaniz
400 W Veterans Blvd
Palmview, Texas 78572
Phone: (956) 581-7411
Ph. (956) 432-0300
Fax (956) 262-2516
jperez@cityofpalmview.us
rsegovia@cityofpalmview.us

CITY OF PENITAS
Mayor Marco Ochoa
Mgr: Oscar Cuellar Jr
PO Box 204
Penitas, Texas 78576
Phone: (956) 581-3345
Fax: (956) 581-3346
Ochoamarocsl26@gmail.com
oscarpenitas@yahoo.com

CITY OF PROGRESO
Mayor Arturo Aleman
Mgr: Alfredo Espinoza
PO Box 699
Progreso, Texas 78579
Phone: (956) 565-0241
Fax: (956) 565-1332
Espinosaalfredo68@yahoo.com

CITY OF PROGRESO LAKES
Mayor OD Emergy
Mgr: N/A
PO Box 760
Progreso, Texas 78579
Phone: (956) 565-3602
Fax: (956) 565-3602
pregresolakes@yahoo.com

CITY OF SAN JUAN
Mayor San Juanita Sanchez
Mgr: Juan Gonzalez
709 S Nebraska
San Juan, Texas 78589
Phone: (956) 702-6400
Fax: (956) 787-5978
mchief@cityofsanjuantexas.co

CITY OF SULLIVAN CITY
Mayor: Rosendo "Cheno" Benavides
Mgr: Armida Mercado
PO Box 249
Sullivan City, Texas 78595
Phone: (956) 485-2828
(956) 485-2331 OR (956) 580-5429
Fax: (956) 485-9551
jdavila@sullivancity.org

CITY OF WESLACO
Mayor David Suarez
Mgr: Mike Perez
255 S Kansas Avenue
Weslaco, Texas 78596
Phone: (956) 968-3181
Fax: (956) 968-6717
cmo@weslacotx.gov

THE HIDALGO COUNTY PRECINCTS

COUNTY JUDGE'S OFFICE
Ramon Garcia, Judge
302 W. University Dr.
Edinburg, TX 78539
Phone:(956) 318-2600
Fax:(956) 318-2699

URBAN COUNTY PROGRAM
Diana R. Serna, Director
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516
Phone:(956) 787-8127
Fax:(956) 318-2988

HIDALGO COUNTY PRECINCT # 1
David L. Fuentes, Commissioner
1902 Joe Stephens Ave. Ste. 101
Weslaco, TX 78599
Ph: (956) 968-8733
Fx: (956) 969-1417

HIDALGO COUNTY PRECINCT # 2
Eduardo "Eddie" Cantu, Commissioner
300 W. Hall Acres Suite G
Pharr, TX 78577
Ph: (956) 787-1891
Fx: (956) 787-4683

HIDALGO COUNTY PRECINCT # 3
Joe M. Flores, Commissioner
724 North Breyfogle
Mission, TX 78574
Ph: (956) 585-4509
Fx: (956) 585-2375

HIDALGO COUNTY PRECINCT # 4
Joseph Palacios, Commissioner
1051 N. Doolittle Rd.
Edinburg, TX 78542
Phone: (956) 383-3112
Fax: (956) 381-5905

AI-60535 **Urban County** **14. B.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting to cancel the awarding of a bid and contract with Manuela Mendoza and RG Enterprises, LLC dba G & G Contractors for the demolition and reconstruction of her home.

BACKGROUND

The following family is being recommended for cancellation by the Housing Rehab Staff and as per homeowner's request. Commissioner's Court approval was on April 18, 2017 and June 13, 2017 (Agenda item #59381 & #60084). The homeowner stated she no longer wanted to continue with the services.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/30/2017 10:10 AM
Merlen P. Munoz	Merlen P. Munoz	07/03/2017 03:43 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Olga Lerma		Started On: 06/29/2017 04:47 PM
Final Approval Date: 07/07/2017		

AI-60530 **Urban County** **14. C.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Consideration and Approval of the Cooperation Agreements necessary for the re-qualification of Hidalgo County as an Urban County.

BACKGROUND

As part of the Urban County re-qualification process, Hidalgo County is to enter into cooperation agreements with participating cities. The cities are as follows:

Alamo	Hidalgo	Palmview	Sullivan City
Alton	La Joya	Peñitas	Weslaco
Edcouch	La Villa	Progreso	
Elsa	Mercedes	Progreso Lakes	
Granjeno	Palmhurst	San Juan	

Fiscal Impact

Attachments

Alamo, Alton, Edcouch, Elsa
Granjeno, Hidalgo, La Joya, Mercedes
Palmview, Sullivan, Weslaco,
La Villa
AI-60530 Progreso
AI-60530 Non-resonsive Cooperation Agreements

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/30/2017 03:09 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Sandra Regalado Started On: 06/29/2017 04:06 PM
Final Approval Date: 07/07/2017

RECEIVED
JUN - 8 2017
Urban County
Program

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Alamo,** a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only though the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the county, in it's sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws(e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

County or City may not sell, trade or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

SECTION X

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

SECTION XI

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XIII

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party 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 an agreement in writing executed by County and City and not otherwise.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

CITY OF ALAMO

ATTESTED BY:

Margot Salas	5-16-17	Diana Martinez	5-16-17
City Secretary	Date	Mayor Diana Martinez	Date

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

7-2-17

Date

BY: _____

Stephen L. Crain
Legal Counsel County of Hidalgo
Commissioners' Court

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

City of Alamo
Excessive Force Resolution

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof; In the City of Alamo, Hidalgo County, State of Texas, as follows:

ARTICLE I

It is the policy of the City of Alamo to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City of Alamo also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

It is the policy of the City of Alamo to enforce this policy to the full extent allowed by law.

ARTICLE III

Passed and adopted by the City Commission of the City of Alamo, Hidalgo County, State of Texas, on the 16th day of May, 2017.

Mayor, City of Alamo
Hidalgo County, Texas

Attest:

City Secretary

RECEIVED
JUN - 7 2017
Urban County
Program

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Alton**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only though the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the county, in it's sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws(e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

County or City may not sell, trade or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

SECTION X

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

SECTION XI

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XIII

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party 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 an agreement in writing executed by County and City and not otherwise.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

CITY OF ALTON

ATTESTED BY:

Baudelia Lopez	5/23/17		5/23/17
City Secretary	Date	Mayor Salvador Vela	Date

CITY OF ALTON
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City on the Grow

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

7-3-17
Date

BY: _____
Stephen L. Crain
Legal Counsel County of Hidalgo
Commissioners' Court

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

City of Alton
Excessive Force Resolution

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof; In the City of Alton, Hidalgo County, State of Texas, as follows:

ARTICLE I

It is the policy of the City of Alton to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City of Alton also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

It is the policy of the City of Alton to enforce this policy to the full extent allowed by law.

ARTICLE III

Passed and adopted by the City Commission of the City of Alton, Hidalgo County, State of Texas, on the _____ day of _____, 2017.

_____
Mayor, City of Alton
Hidalgo County, Texas

Attest:

_____
City Secretary

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

RECEIVED
JUN - 9 2017
Urban County
Program

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Edcouch**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only though the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the county, in it's sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws(e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

County or City may not sell, trade or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

SECTION X

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

SECTION XI

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XIII

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party 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 an agreement in writing executed by County and City and not otherwise.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

CITY OF EDCOUCH

ATTESTED BY:

City Secretary	6-6-17 Date	Mayor Virgilio Gonzalez, Jr.	6-6-17 Date

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

7-3-17

Date

BY: _____

Stephen L. Crain
Legal Counsel County of Hidalgo
Commissioners' Court

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

City of Edcouch

Excessive Force Resolution No. 2017-08

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof; In the City of Edcouch, Hidalgo County, State of Texas, as follows:

ARTICLE I

It is the policy of the City of Edcouch to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City of Edcouch also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

It is the policy of the City of Edcouch to enforce this policy to the full extent allowed by law.

ARTICLE III

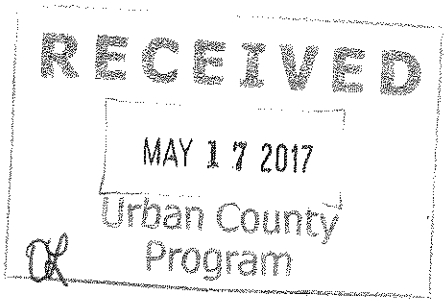
Passed and adopted by the City Commission of the City of Edcouch, Hidalgo County, State of Texas, on the 6th day of June, 2017.

Virginio Gonzalez Jr.
Mayor, City of Edcouch
Hidalgo County, Texas

Attest:

Pete De La Cruz
Interim City Manager

STATE OF TEXAS {
{
COUNTY OF HIDALGO {



COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Elsa**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only though the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the county, in it's sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws(e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

County or City may not sell, trade or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

SECTION X

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

SECTION XI

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XIII

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party 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 an agreement in writing executed by County and City and not otherwise.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

CITY OF ELSA

ATTESTED BY:

Delmira H. Olivarez	5/16/2017		5/16/2017
City Secretary	Date	Mayor Alonzo Perez	Date

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

7-3-17
Date

BY: _____
Stephen L. Crain
Legal Counsel County of Hidalgo
Commissioners' Court

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

City of Elsa
Excessive Force Resolution

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof; In the City of Elsa, Hidalgo County, State of Texas, as follows:

ARTICLE I

It is the policy of the City of Elsa to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City of Elsa also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

It is the policy of the City of Elsa to enforce this policy to the full extent allowed by law.

ARTICLE III

Passed and adopted by the City Commission of the City of Elsa, Hidalgo County, State of Texas, on the 16th day of May, 2017.

Mayor, City of Elsa
Hidalgo County, Texas

Attest:

Delmira L. Olivarez
City Secretary

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Granjeno,** a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only though the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the county, in it's sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws(e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

County or City may not sell, trade or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

SECTION X

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

SECTION XI

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XIII

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party 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 an agreement in writing executed by County and City and not otherwise.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

CITY OF GRANJENO

ATTESTED BY:

City Secretary	6/13/17 Date	Mayor Yvette Cabrera	6-13-17 Date

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

7-2-17
Date

BY: _____
Stephen L. Crain
Legal Counsel County of Hidalgo
Commissioners' Court

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

City of Granjeno
Excessive Force Resolution

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof; In the City of Granjeno, Hidalgo County, State of Texas, as follows:

ARTICLE I

It is the policy of the City of Granjeno to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City of Granjeno also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

It is the policy of the City of Granjeno to enforce this policy to the full extent allowed by law.

ARTICLE III

Passed and adopted by the City Commission of the City of Granjeno, Hidalgo County, State of Texas, on the 13 day of June, 2017.

Mayor, City of Granjeno
Hidalgo County, Texas

Attest:

City Secretary

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Hidalgo,** a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only though the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the county, in it's sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws(e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

County or City may not sell, trade or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

SECTION X

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

SECTION XI

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XIII

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party 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 an agreement in writing executed by County and City and not otherwise.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

CITY OF HIDALGO

ATTESTED BY:

Denise M. Ellis	5/8/17		5/8/17
City Secretary	Date	Mayor Martin Cepeda	Date

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

7-3-17

Date

BY: _____

Stephen L. Crain
Legal Counsel County of Hidalgo
Commissioners' Court

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

City of Hidalgo
Excessive Force Resolution

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof; In the City of Hidalgo, Hidalgo County, State of Texas, as follows:

ARTICLE I

It is the policy of the City of Hidalgo to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City of Hidalgo also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

It is the policy of the City of Hidalgo to enforce this policy to the full extent allowed by law.

ARTICLE III

Passed and adopted by the City Commission of the City of Hidalgo, Hidalgo County, State of Texas, on the 08 day of May, 2017.

Mayor, City of Hidalgo
Hidalgo County, Texas

Attest:

City Secretary

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of La Joya**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only though the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the county, in it's sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws(e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

County or City may not sell, trade or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

SECTION X

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

SECTION XI

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XIII

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party 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 an agreement in writing executed by County and City and not otherwise.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

COUNTY OF LA HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

CITY OF LA JOYA

ATTESTED BY:

City Secretary	05/09/2017 Date	Mayor J. A. "Fito" Salinas	05-09-2017 Date

CITY OF LA JOYA

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

7-5-17
Date

BY: _____
Stephen L. Crain
Legal Counsel County of Hidalgo
Commissioners' Court

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

#2017/05/16

RECEIVED
MAY 24 2017
Urban County
Program

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Mercedes**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

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SECTION 1

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only though the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the county, in it's sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws(e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

County or City may not sell, trade or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

SECTION X

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

SECTION XI

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XIII

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party 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 an agreement in writing executed by County and City and not otherwise.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

CITY OF MERCEDES

ATTESTED BY:

City Secretary Arcelia L. Felix	5/16/2017 Date	Mayor Henry Hinojosa	5/16/2017 Date

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

7-3-17
Date

BY: _____
Stephen L. Crain
Legal Counsel County of Hidalgo
Commissioners' Court

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

City of Mercedes
Excessive Force Resolution

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof; In the City of Mercedes, Hidalgo County, State of Texas, as follows:

ARTICLE I

It is the policy of the City of Mercedes to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City of Mercedes also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

It is the policy of the City of Mercedes to enforce this policy to the full extent allowed by law.

ARTICLE III

Passed and adopted by the City Commission of the City of Mercedes, Hidalgo County, State of Texas, on the 16th day of May, 2017.

Mayor, City of Mercedes
Hidalgo County, Texas

Attest:

City Secretary
Arcelia L. Felix

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Palmview,** a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

RECEIVED
MAY 22 2017
Urban County
City of Palmview Program

SECTION 1

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only though the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the county, in it's sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws(e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

County or City may not sell, trade or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

SECTION X

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

SECTION XI

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XIII

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party 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 an agreement in writing executed by County and City and not otherwise.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

CITY OF PALMVIEW

ATTESTED BY:

City Secretary	5-19-17 Date	Mayor Gerardo Perez	Date

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

7-3-17
Date

BY: _____

Stephen L. Crain
Legal Counsel County of Hidalgo
Commissioners' Court

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

City of Palmview
Excessive Force Resolution

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof; In the City of Palmview, Hidalgo County, State of Texas, as follows:

ARTICLE I

It is the policy of the City of Palmview to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City of Palmview also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

It is the policy of the City of Palmview to enforce this policy to the full extent allowed by law.

ARTICLE III

Passed and adopted by the City Commission of the City of Palmview, Hidalgo County, State of Texas, on the 16th day of May, 2017.

Mayor, City of Palmview
Hidalgo County, Texas

Attest:

City Secretary

RECEIVED
JUN - 9 2017
Urban County
Program

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Sullivan City,** a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only though the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the county, in it's sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws(e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

County or City may not sell, trade or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

SECTION X

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

SECTION XI

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XIII

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party 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 an agreement in writing executed by County and City and not otherwise.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

CITY OF SULLIVAN CITY

ATTESTED BY:

Veronica Sutton	5-30-17		5-30-17
City Secretary	Date	Mayor Leonel "Leo" Garcia	Date

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

7-3-17
Date

BY: _____
Stephen L. Crain
Legal Counsel County of Hidalgo
Commissioners' Court

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

RECEIVED
MAY 24 2017
Urban County
Program

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Weslaco,** a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only though the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the county, in it's sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws(e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

County or City may not sell, trade or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

SECTION X

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

SECTION XI

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XIII

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party 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 an agreement in writing executed by County and City and not otherwise.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

CITY OF WESLACO

ATTESTED BY:

City Secretary	05/16/17 Date	Mayor David Suarez	05/16/17 Date

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

7-3-17
Date

BY: _____
Stephen L. Crain
Legal Counsel County of Hidalgo
Commissioners' Court

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

City of Weslaco
Excessive Force Resolution

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof; In the City of Weslaco, Hidalgo County, State of Texas, as follows:

ARTICLE I

It is the policy of the City of Weslaco to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City of Weslaco also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

It is the policy of the City of Weslaco to enforce this policy to the full extent allowed by law.

ARTICLE III

Passed and adopted by the City Commission of the City of Weslaco, Hidalgo County, State of Texas, on the 16th day of May, 2017.

Mayor, City of Weslaco
Hidalgo County, Texas

Attest:

WLC 05/16/17

City Secretary

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of La Villa**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only though the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the county, in it's sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws(e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

County or City may not sell, trade or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

SECTION X

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

SECTION XI

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XIII

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party 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 an agreement in writing executed by County and City and not otherwise.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

CITY OF LA VILLA

ATTESTED BY:

City Secretary	6/14/17 Date	Mayor Alma Moron	6/14/17 Date

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

7-5-17
Date

BY: _____
Stephen L. Crain
Legal Counsel County of Hidalgo
Commissioners' Court

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

City of La Villa
Excessive Force Resolution

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof; In the City of La Villa, Hidalgo County, State of Texas, as follows:

ARTICLE I

It is the policy of the City of La Villa to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City of La Villa also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

It is the policy of the City of La Villa to enforce this policy to the full extent allowed by law.

ARTICLE III

Passed and adopted by the City Commission of the City of La Villa, Hidalgo County, State of Texas, on the 14th day of June, 2017.

Alma Marón
Mayor, City of La Villa
Hidalgo County, Texas

Attest:
City Secretary

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Progreso**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only though the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the county, in it's sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws(e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

County or City may not sell, trade or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

SECTION X

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

SECTION XI

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XIII

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party 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 an agreement in writing executed by County and City and not otherwise.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

CITY OF PROGRESO

ATTESTED BY:

City Secretary	Date	Mayor Arturo Aleman	Date

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

BY: _____

_____
Date

Stephen L. Crain
Legal Counsel County of Hidalgo
Commissioners' Court

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

City of Progreso
Excessive Force Resolution

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof; In the City of Progreso, Hidalgo County, State of Texas, as follows:

ARTICLE I

It is the policy of the City of Progreso to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City of Progreso also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

It is the policy of the City of Progreso to enforce this policy to the full extent allowed by law.

ARTICLE III

Passed and adopted by the City Commission of the City of Progreso, Hidalgo County, State of Texas, on the _____ day of _____, 2017.

_____
Mayor, City of Progreso
Hidalgo County, Texas

Attest:

_____
City Secretary

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To: City of Palmhurst
Street, Apt. No.; or PO Box No.: 4417 N. Shary Road
City, State, ZIP+4: Palmhurst, TX 78574

PS Form 3800, August 2006 — See Reverse for Instructions

...MPLETE THIS SECTION

...ns 1, 2, and 3. Also complete
...ricted Delivery is desired.
...ne and address on the reverse
...n return the card to you.
...rd to the back of the mailpiece,
...t if space permits.

...ed to:
...Palmhurst
...N. Shary Road
...lurst, TX 78574

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name): Richard Garcia
C. Date of Delivery:

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

...ervice label: 7014 1200 0001 7446 6784

August 2001 — Domestic Return Receipt — 102595-01-M-2509

URBAN COUNTY PROGRAM

427 E. Duranta Ave., Suite 107 • Alamo, Texas 78516 • (956) 787-8127 FAX (956) 318-2988
E-mail: ucp@co.hidalgo.tx.us

May 2, 2017

Honorable Mayor Ramiro Rodriguez, Jr.
City of Palmhurst
4417 N. Shary Road
Palmhurst, Texas 78574

Certificate Receipt # 7014 1200 0001 7446 6784

RE: URBAN COUNTY REQUALIFICATION FOR FISCAL YEARS 2018-2020

Dear Mayor Rodriguez:

Pursuant to the HUD CPD-17-03 Notice regarding instructions and new Fair Housing and civil rights requirements for Urban County requalification, the County of Hidalgo is proceeding to re-qualify to receive Urban County designation as defined by the U.S. Department of Housing and Urban Development for the fiscal years 2018-2020. The process begins with the transmittal of this letter. As part of the process, the County of Hidalgo hereby notifies your City of the following:

1. The County of Hidalgo possesses the essential powers to carry out community development and housing assistance activities within your City without the consent of the governing body of your City.
2. The City has the right to be excluded from the Urban County and, in doing so, would be eligible to apply to the State's Small Cities Program for funding of Community Development Block Grant funds.
3. If the City so elects to become a part of the Urban County, it will do so for the duration of the three (3) year period (2018-2020) and would not be eligible for funding under the State's Small Cities Program.
4. In electing to be a part of the Urban County, the City will automatically participate in the HOME Investment Partnership Program through the Urban County and cannot apply for State HOME funds.
5. In electing to be a part of the Urban County, the City will automatically participate in the Emergency Shelter Grant through the Urban County and cannot apply for State ESG funds.
6. If the City agrees to be a part of the Urban County, the City agrees to sign a cooperation agreement allowing the County to use the City's population for the Urban County designation population requirements, and agrees to sign annual agreements for the administration of Urban County funds.

Any unit of local government, which chooses to be excluded from the Urban County, must notify the County of Hidalgo and the U.S. Department of Housing and Urban Development. Please note that said notification must be made to the County of Hidalgo to the attention of Diana R. Serna, Urban County Program Director, 427 E. Duranta Ave., Suite 107, Alamo, TX 78516. Notification to the U.S. Department of Housing and Urban Development must be made to Elva F. Garcia, CPD Director, H.F. Garcia Federal Bldg/US Courthouse, 615 E. Houston Street, Suite 347, San Antonio, TX 78205. This notification must be done in writing no later than **May 22, 2017.**

In light of there being no Cooperation Agreement between the City and the County for the previous 3 year qualification period, the City is notified that it must provide documentation specifically requesting that it be excluded from participation in the Urban County Program if it so wishes by May 22, 2017.

If any you have any questions, please do not hesitate to call Mr. Antonio Barco, Deputy Director or myself at (956) 787-8127.

Sincerely,

Diana R. Serna
Urban County Director

xc: Antonio Barco, Deputy Director

Enclosure:
Cooperation Agreement
Excessive Force Resolution

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Palmhurst,** a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only though the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the county, in it's sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws(e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

County or City may not sell, trade or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

SECTION X

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

SECTION XI

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XIII

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party 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 an agreement in writing executed by County and City and not otherwise.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

CITY OF PALMHURST

ATTESTED BY:

City Secretary	Date	Mayor Ramiro Rodriguez, Jr.	Date

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

BY: _____

_____
Date

Stephen L. Crain
Legal Counsel County of Hidalgo
Commissioners' Court

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

City of Palmhurst
Excessive Force Resolution

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof; In the City of Palmhurst, Hidalgo County, State of Texas, as follows:

ARTICLE I

It is the policy of the City of Palmhurst to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City of Palmhurst also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

It is the policy of the City of Palmhurst to enforce this policy to the full extent allowed by law.

ARTICLE III

Passed and adopted by the City Commission of the City of Palmhurst, Hidalgo County, State of Texas, on the _____ day of _____, 2017.

_____
Mayor, City of Palmhurst
Hidalgo County, Texas

Attest:

_____
City Secretary

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Sent To: City of Peñitas
Street, Apt. No.; or PO Box No.: Po Box 204
City, State, ZIP+4: Peñitas, TX 78576

PS Form 3800, August 2006 — See Reverse for Instructions

7014 1200 0001 7446 6807

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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:

City of Peñitas
Po Box 204
Peñitas, TX. 78576

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name): Jorge A. | C. Date of Delivery: 06/10

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label): 7014 1200 0001 7446 6807

PS Form 3811, August 2001 — Domestic Return Receipt — 102595-01-M-2509

URBAN COUNTY PROGRAM

427 E. Duranta Ave., Suite 107 • Alamo, Texas 78516 • (956) 787-8127 FAX (956) 318-2988
E-mail: ucp@co.hidalgo.tx.us

April 28, 2017

Honorable Mayor Rodrigo Lopez
City of Peñitas
P. O. Box 204
Peñitas, Texas 78576

Certificate Receipt # 7014 1200 0001 7446 6807

RE: URBAN COUNTY REQUALIFICATION FOR FISCAL YEARS 2018-2020

Dear Mayor Lopez:

Pursuant to the HUD CPD-17-03 Notice regarding instructions and new Fair Housing and civil rights requirements for Urban County requalification, the County of Hidalgo is proceeding to re-qualify to receive Urban County designation as defined by the U.S. Department of Housing and Urban Development for the fiscal years 2018-2020. The process begins with the transmittal of this letter. As part of the process, the County of Hidalgo hereby notifies your City of the following:

1. The County of Hidalgo possesses the essential powers to carry out community development and housing assistance activities within your City without the consent of the governing body of your City.
2. The City has the right to be excluded from the Urban County and, in doing so, would be eligible to apply to the State's Small Cities Program for funding of Community Development Block Grant funds.
3. If the City so elects to become a part of the Urban County, it will do so for the duration of the three (3) year period (2018-2020) and would not be eligible for funding under the State's Small Cities Program.
4. In electing to be a part of the Urban County, the City will automatically participate in the HOME Investment Partnership Program through the Urban County and cannot apply for State HOME funds.
5. In electing to be a part of the Urban County, the City will automatically participate in the Emergency Shelter Grant through the Urban County and cannot apply for State ESG funds.
6. If the City agrees to be a part of the Urban County, the City agrees to sign a cooperation agreement allowing the County to use the City's population for the Urban County designation population requirements, and agrees to sign annual agreements for the administration of Urban County funds.

Any unit of local government, which chooses to be excluded from the Urban County, must notify the County of Hidalgo and the U.S. Department of Housing and Urban Development. Please note that said notification must be made to the County of Hidalgo to the attention of Diana R. Serna, Urban County Program Director, 427 E. Duranta Ave., Suite 107, Alamo, TX 78516. Notification to the U.S. Department of Housing and Urban Development must be made to Elva F. Garcia, CPD Director, H.F. Garcia Federal Bldg/US Courthouse, 615 E. Houston Street, Suite 347, San Antonio, TX 78205. This notification must be done in writing no later than **May 22, 2017.**

In light of the previous Cooperation Agreement between the City and the County not having a specified end date, the City is notified that the Cooperation Agreement will automatically be renewed unless the City submits the proper notifications noted above, again, by May 22, 2017.

If any you have any questions, please do not hesitate to call Mr. Antonio Barco, Deputy Director or myself at (956) 787-8127.

Sincerely,

Diana R. Serna
Urban County Director

xc: Antonio Barco, Deputy Director

Enclosure:
Cooperation Agreement
Excessive Force Resolution

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Peñitas,** a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only though the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the county, in it's sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws(e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

County or City may not sell, trade or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

SECTION X

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

SECTION XI

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XIII

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party 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 an agreement in writing executed by County and City and not otherwise.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

CITY OF PEÑITAS

ATTESTED BY:

City Secretary	Date	Mayor Rodrigo Lopez	Date

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

BY: _____

_____
Date

Stephen L. Crain
Legal Counsel County of Hidalgo
Commissioners' Court

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

City of Peñitas
Excessive Force Resolution

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof; In the City of Peñitas, Hidalgo County, State of Texas, as follows:

ARTICLE I

It is the policy of the City of Peñitas to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City of Peñitas also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

It is the policy of the City of Peñitas to enforce this policy to the full extent allowed by law.

ARTICLE III

Passed and adopted by the City Commission of the City of Peñitas, Hidalgo County, State of Texas, on the _____ day of _____, 2017.

_____
Mayor, City of Peñitas
Hidalgo County, Texas

Attest:

_____
City Secretary

7014 1200 0001 7446 6869

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Sent To: City Of Progreso Lakes
Street, Apt. No., or PO Box No.: P.O. Box 760
City, State, ZIP+4: Progreso Lakes, TX 78579

PS Form 3800, August 2006 — See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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:

City of Progreso Lakes
P.O. Box 760
Progreso Lakes, TX
78579

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Maria V. Valdez C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

U.S. POSTAL SERVICE MAY 08 2017 PROGRESO TX 78579-9998

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7014 1200 0001 7446 6869

PS Form 3811, August 2001 Domestic Return Receipt 102595-01-M-2509

URBAN COUNTY PROGRAM

427 E. Duranta Ave., Suite 107 • Alamo, Texas 78516 • (956) 787-8127 FAX (956) 318-2988
E-mail: ucp@co.hidalgo.tx.us

May 2, 2017

Honorable Mayor OD Emery
City of Progreso Lakes
P. O. Box 760
Progreso Lakes, Texas 78579

Certificate Receipt # 7014 1200 0001 7446 6869

RE: URBAN COUNTY REQUALIFICATION FOR FISCAL YEARS 2018-2020

Dear Mayor Emery:

Pursuant to the HUD CPD-17-03 Notice regarding instructions and new Fair Housing and civil rights requirements for Urban County requalification, the County of Hidalgo is proceeding to re-qualify to receive Urban County designation as defined by the U.S. Department of Housing and Urban Development for the fiscal years 2018-2020. The process begins with the transmittal of this letter. As part of the process, the County of Hidalgo hereby notifies your City of the following:

1. The County of Hidalgo possesses the essential powers to carry out community development and housing assistance activities within your City without the consent of the governing body of your City.
2. The City has the right to be excluded from the Urban County and, in doing so, would be eligible to apply to the State's Small Cities Program for funding of Community Development Block Grant funds.
3. If the City so elects to become a part of the Urban County, it will do so for the duration of the three (3) year period (2018-2020) and would not be eligible for funding under the State's Small Cities Program.
4. In electing to be a part of the Urban County, the City will automatically participate in the HOME Investment Partnership Program through the Urban County and cannot apply for State HOME funds.
5. In electing to be a part of the Urban County, the City will automatically participate in the Emergency Shelter Grant through the Urban County and cannot apply for State ESG funds.
6. If the City agrees to be a part of the Urban County, the City agrees to sign a cooperation agreement allowing the County to use the City's population for the Urban County designation population requirements, and agrees to sign annual agreements for the administration of Urban County funds.

Any unit of local government, which chooses to be excluded from the Urban County, must notify the County of Hidalgo and the U.S. Department of Housing and Urban Development. Please note that said notification must be made to the County of Hidalgo to the attention of Diana R. Serna, Urban County Program Director, 427 E. Duranta Ave., Suite 107, Alamo, TX 78516. Notification to the U.S. Department of Housing and Urban Development must be made to Elva F. Garcia, CPD Director, H.F. Garcia Federal Bldg/US Courthouse, 615 E. Houston Street, Suite 347, San Antonio, TX 78205. This notification must be done in writing no later than **May 22, 2017.**

In light of there being no Cooperation Agreement between the City and the County for the previous 3 year qualification period, the City is notified that it must provide documentation specifically requesting that it be excluded from participation in the Urban County Program if it so wishes by May 22, 2017.

If any you have any questions, please do not hesitate to call Mr. Antonio Barco, Deputy Director or myself at (956) 787-8127.

Sincerely,

Diana R. Serna
Urban County Director

xc: Antonio Barco, Deputy Director

Enclosure:
Cooperation Agreement
Excessive Force Resolution

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Progreso Lakes,** a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only though the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the county, in it's sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws(e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

County or City may not sell, trade or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

SECTION X

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

SECTION XI

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XIII

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party 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 an agreement in writing executed by County and City and not otherwise.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

CITY OF PROGRESO LAKES

ATTESTED BY:

City Secretary	Date	Mayor OD Emery	Date

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

BY: _____

_____
Date

Stephen L. Crain
Legal Counsel County of Hidalgo
Commissioners' Court

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

City of Progreso Lakes
Excessive Force Resolution

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof; In the City of Progreso Lakes, Hidalgo County, State of Texas, as follows:

ARTICLE I

It is the policy of the City of Progreso Lakes to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City of Progreso Lakes also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

It is the policy of the City of Progreso Lakes to enforce this policy to the full extent allowed by law.

ARTICLE III

Passed and adopted by the City Commission of the City of Progreso Lakes, Hidalgo County, State of Texas, on the _____ day of _____, 2017.

_____
Mayor, City of Progreso Lakes
Hidalgo County, Texas

Attest:

_____
City Secretary

7014 1200 0001 7446 6838

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To: City of San Juan
Street, Apt. No.; or PO Box No.: 709 S. Nebraska
City, State, ZIP+4: San Juan, TX 78589

PS Form 3800, August 2006 — See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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:

City of San Juan
709 S. Nebraska
San Juan, TX 78589

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ~~A~~ B ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7014 1200 0001 7446 6838

PS Form 3811, August 2001 — Domestic Return Receipt — 102595-01-M-2509

URBAN COUNTY PROGRAM

427 E. Duranta Ave., Suite 107 • Alamo, Texas 78516 • (956) 787-8127 FAX (956) 318-2988
E-mail: ucp@co.hidalgo.tx.us

April 28, 2017

Honorable Mayor San Juanita Sanchez
City of San Juan
709 S. Nebraska
San Juan, Texas 78589

Certificate Receipt # 7014 1200 0001 7446 6838

RE: URBAN COUNTY REQUALIFICATION FOR FISCAL YEARS 2018-2020

Dear Mayor Sanchez:

Pursuant to the HUD CPD-17-03 Notice regarding instructions and new Fair Housing and civil rights requirements for Urban County requalification, the County of Hidalgo is proceeding to re-qualify to receive Urban County designation as defined by the U.S. Department of Housing and Urban Development for the fiscal years 2018-2020. The process begins with the transmittal of this letter. As part of the process, the County of Hidalgo hereby notifies your City of the following:

1. The County of Hidalgo possesses the essential powers to carry out community development and housing assistance activities within your City without the consent of the governing body of your City.
2. The City has the right to be excluded from the Urban County and, in doing so, would be eligible to apply to the State's Small Cities Program for funding of Community Development Block Grant funds.
3. If the City so elects to become a part of the Urban County, it will do so for the duration of the three (3) year period (2018-2020) and would not be eligible for funding under the State's Small Cities Program.
4. In electing to be a part of the Urban County, the City will automatically participate in the HOME Investment Partnership Program through the Urban County and cannot apply for State HOME funds.
5. In electing to be a part of the Urban County, the City will automatically participate in the Emergency Shelter Grant through the Urban County and cannot apply for State ESG funds.
6. If the City agrees to be a part of the Urban County, the City agrees to sign a cooperation agreement allowing the County to use the City's population for the Urban County designation population requirements, and agrees to sign annual agreements for the administration of Urban County funds.

Any unit of local government, which chooses to be excluded from the Urban County, must notify the County of Hidalgo and the U.S. Department of Housing and Urban Development. Please note that said notification must be made to the County of Hidalgo to the attention of Diana R. Serna, Urban County Program Director, 427 E. Duranta Ave., Suite 107, Alamo, TX 78516. Notification to the U.S. Department of Housing and Urban Development must be made to Elva F. Garcia, CPD Director, H.F. Garcia Federal Bldg/US Courthouse, 615 E. Houston Street, Suite 347, San Antonio, TX 78205. This notification must be done in writing no later than **May 22, 2017.**

In light of the previous Cooperation Agreement between the City and the County not having a specified end date, the City is notified that the Cooperation Agreement will automatically be renewed unless the City submits the proper notifications noted above, again, by May 22, 2017.

If any you have any questions, please do not hesitate to call Mr. Antonio Barco, Deputy Director or myself at (956) 787-8127.

Sincerely,

Diana R. Serna
Urban County Director

xc: Antonio Barco, Deputy Director

Enclosure:
Cooperation Agreement
Excessive Force Resolution

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of San Juan**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only though the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the county, in it's sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws(e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

County or City may not sell, trade or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

SECTION X

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

SECTION XI

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XIII

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party 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 an agreement in writing executed by County and City and not otherwise.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

COUNTY OF HIDALGO

ATTESTED BY:

Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

CITY OF SAN JUAN

ATTESTED BY:

City Secretary	Date	Mayor San Juanita Sanchez	Date

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

_____

Date

BY: _____

Stephen L. Crain
Legal Counsel County of Hidalgo
Commissioners' Court

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

City of San Juan
Excessive Force Resolution

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof; In the City of San Juan, Hidalgo County, State of Texas, as follows:

ARTICLE I

It is the policy of the City of San Juan to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City of San Juan also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

It is the policy of the City of San Juan to enforce this policy to the full extent allowed by law.

ARTICLE III

Passed and adopted by the City Commission of the City of San Juan, Hidalgo County, State of Texas, on the _____ day of _____, 2017.

_____
Mayor, City of San Juan
Hidalgo County, Texas

Attest:

_____
City Secretary

AI-60517 **Urban County** **14. D.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Subject to Compliance with HB 1295, when and if Applicable, the Urban County Program on behalf of the City of Granjeno is requesting approval of a best and final negotiated contract for Construction Material Testing Services with Raba-Kistner Consultants, Inc., in the amount of $3,108.60 utilizing CDBG FY 29 (2016) Parks, Recreational Facility Improvement funds.

2. Approval of Work Authorization No. 1 for Raba-Kistner Consultants, Inc. in the amount of $3,108.60.

BACKGROUND

On October 13, 2016, Commissioner's Court ranked and approved contract negotiations with Raba-Kistner Consultants, Inc., for Professional Service-Construction Material Testing Services. See attached Contract, Exhibits, Certificate of Liability Insurance and Work Authorization No. 1.

Contract Amount: $ 3,108.60

Available Funds: $100,298.10 2016 Parks, Recreational Facility Improvements

Approved as to form
Atlas, Hall & Rodriguez, L.L.P.
By: Stephen L. Crain, Attorney
On: 6-22-2017

Fiscal Impact

Attachments

Raba Kistner Form 1295 for City of Granjeno

Raba Kistner Agreement & Insurance for City of Granjeno

Raba Kistner Work Authorization No.1 for City of Granjeno

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/29/2017 04:23 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Olga Lerma		Started On: 06/29/2017 11:53 AM
Final Approval Date: 07/07/2017		

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:
2017-230233

Date Filed:
06/28/2017

Date Acknowledged:
06/29/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Raba Kistner, Inc.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Granjeno Park Improvement
Construction Materials Engineering and Testing

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Raba, William L.	San Antonio, TX United States	X	
Raba, Gary W.	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:
2017-230233

Date Filed:
06/28/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Raba Kistner, Inc.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Granjeno Park Improvement
Construction Materials Engineering and Testing

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Raba, William L.	San Antonio, TX United States	X	
Raba, Gary W.	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

BARBARA SUE CAMARCO
My Commission Expires
January 21, 2019

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Gary W Raba
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gary W. Raba, this the 28th day of June, 20 17, to certify which, witness my hand and seal of office.

Barbara Sue Camarco — Barbara Sue Camarco — Business Manager

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the **11th day of July, 2017** by and between **HIDALGO COUNTY, TEXAS, acting by and thru Urban County Program** ("County") and **Raba Kistner Consultants, Inc.** of **McAllen,** a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing **"CONSTRUCTION MATERIALS TESTING SERVICES" (on an as needed basis)** for projects with **HIDALGO COUNTY URBAN COUNTY PROGRAM** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services; and

WHEREAS, Urban County Program has selected the "Engineer" from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ) to provide the Services for the **City of Granjeno- Parks, Recreational Facility Improvements Project (Phase II).**

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in **Exhibit "A"** attached hereto and entitled "Services to be performed by County." Engineer agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement is for a period of **one (1) year**, effective **July 11, 2017,** and will expire **July 11, 2018** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D".

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Engineer. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and

records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement term, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" attached to this Agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the

County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any County or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer

fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

21. VENUE. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

22. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction,

interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County: **HIDALGO COUNTY URBAN COUNTY PROGRAM**
Attn: Diana R. Serna, UCP Director
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

If to Engineer: **RABA-KISTNER CONSULTANTS, INC.**
Attn: Isidoro Arjona, P.E. PMP, Vice President
800 E. Hackberry,
McAllen, Texas 78501

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

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

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

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

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

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

30. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

31. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ENGINEER:
RABA KISTNER CONSULTANTS, INC.

By: _____

Printed Name Isidoro Arjona, P.E. PMP

Title: Vice President

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: July 11, 2017.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.
By: Stephen L. Crain, Attorney
On: February 6, 2017

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

RABA KISTNER
CONSULTANTS

Proposal No.: PMD17-056-00 (Revised)
June 23, 2017

Raba Kistner Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956.682.5332
F 956.682.5487
TBPE Firm F-3257
TBPLS Firm 10193784

Ms. Guadalupe Garcia
Hidalgo Urban County Program
427 E. Duranta Ave, Suite 107
Alamo, Hidalgo County, Texas 78516

RE: Construction Materials Observation and Testing Services
City of Granjeno Parks and Recreational Facility Improvements
6607 S. F.M. 494
Granjeno, Hidalgo County, Texas

Dear Ms. Gracia:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to submit this proposal for Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is **$3,108.60.**

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plan provided to us via electronic-mail transmittal by Mr. Carlos Trevino, Graduate Engineer, with Hinojosa Engineering, Inc., the project's consulting engineering firm on Thursday, May 25, 2017, and are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

This amount should not be considered a maximum but is **RKCI's** estimate of the probable costs associated with implementing the work outlined on Page 4 of this document. The means/methods, sequencing, and scheduling of the Contractor and its Subcontractors, can significantly impact our estimate of the probable cost

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.

Jorge L. Perez
Supervisor, CME

JLP/WP

Attachments: Basic Charges

Copies submitted: Above (1)

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

CONSTRUCTION MATERIALS TESTING UNIT RATES
CITY OF GRANJENO PARKS AND RECREATIONAL FACILITY IMPROVEMENTS PHASE II

SERVICE	UNIT RATE		QUANTITY	TOTAL
Earthwork:				
1. Moisture-Density Relationship (Proctor)	$230.00	each	2	$460.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$84.00	each	2	$168.00
3. Sieve Analysis -200	$56.75	each	2	$113.50
4. Sieve Analysis - Flexible Base Material	$56.75	each	0	$0.00
5. Technician Time Sampling	$49.25	hour	4	$197.00
6. Field Density Test - Volleyball/sidewalk/pads	$21.00	each	8	$168.00
7. Technician Time - Density Testing -	$49.25	hour	8	$394.00
8. Vehicle Travel Charge	$46.75	trip	6	$280.50
Subtotal				**$1,781.00**
Concrete:				
1. Concrete Compressive Strength Tests	$15.50	each	15	$232.50
2. Technician Time - Concrete Testing	$49.25	hour	6	$295.50
3. Air Content of Concrete	$28.75	each	3	$86.25
4. Technician Time - Pick-Up of Specimen(s)	$49.25	hour	4	$197.00
5. Vehicle Travel Charge	$46.75	trip	5	$233.75
Subtotal				**$1,045.00**
Professional Services:				
1. Project Coordination	$110.00	hour	As requested	
2. Geotechnical / Materials Engineer	$165.00	each	As requested	
3. Vehicle Travel Charge	$14.50	trip	As requested	
Subtotal				
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$282.60
Subtotal				**$282.60**
			GRAND TOTAL	**$3,108.60**

Fees for Consulting & Coordination Services	Unit Fees
Principal Engineer	$ 190.00 to 320.00/hr
Managing Engineer	123.00 to 210.00/hr
Staff Engineer	97.00 to 170.00/hr
Laboratory Manager	77.00 to 150.00/hr
Construction Services Manager	77.00 to 150.00/hr
Outside Professional Services & Reimbursable	Cost +15%
Additional Insured	225.00/ea
Report Preparation and Administration	49.00 to 84.00/hr

EXHIBIT C

-Engineer Contract Rates

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) _____ 1.00 /hour(s)

   Vehicle Trip Charge _____ $ 46.75/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.

8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

CONSTRUCTION MATERIALS TESTING UNIT RATES
CITY OF GRANJENO PARKS AND RECREATIONAL FACILITY IMPROVEMENTS PHASE II

SERVICE	UNIT RATE		QUANTITY	TOTAL
Earthwork:				
1. Moisture-Density Relationship (Proctor)	$230.00	each	2	$460.00
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1. Project Coordination	$110.00	hour	As requested	
2. Geotechnical / Materials Engineer	$165.00	each	As requested	
3. Vehicle Travel Charge	$14.50	trip	As requested	
Subtotal				
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$282.60
Subtotal				**$282.60**
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Managing Engineer	123.00 to 210.00/hr
Staff Engineer	97.00 to 170.00/hr
Laboratory Manager	77.00 to 150.00/hr
Construction Services Manager	77.00 to 150.00/hr
Outside Professional Services & Reimbursable	Cost +15%
Additional Insured	225.00/ea
Report Preparation and Administration	49.00 to 84.00/hr

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Construction
Material Testing Engineer Services

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, acting by and through the **Hidalgo County Urban County Program**, hereinafter called the "**Owner**," and, _____. professional engineers of _____, _____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide **Construction material testing engineer services**.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$**_____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No._____ shall be funded through funding source:
Account No. _____
PURCHASE ORDER NUMBER: _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. _____.**

HIDALGO COUNTY
URBAN COUNTY PROGRAM

BY: _____
DIANA R. SERNA, UCP DIRECTOR

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____day of _____, 201_____.

THE ENGINEER:

_____
By: Isidoro Arjona, P.E. PMP

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL
"CONSTRUCTION MATERIAL TESTING SERVICES"

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", a **Raba Kistner Consultants, Inc.,** Professional Engineers of **McAllen,** Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ **20** ____ concerning Engineering for **Construction Material Testing Services** hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

_____

By: Isidoro Arjona, P.E. PMP

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Catto & Catto LLP
One Alamo Center
106 S. St. Mary's Street, Ste. 800
San Antonio TX 78205

CONTACT NAME: Nancy Pruski
PHONE (A/C, No, Ext): 210-222-2161 x 262 **FAX (A/C, No):** 210-222-1618
E-MAIL ADDRESS: npruski@catto.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity of America	25666
INSURER B : Travelers Casualty Ins Co of	19046
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Raba Kistner Inc.
P.O. Box 690287
San Antonio TX 78269-0287

COVERAGES **CERTIFICATE NUMBER:** 722549632 **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			630-6H263592-TAI-16	10/1/2016	10/1/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X Contract. Liab.						MED EXP (Any one person)	$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
							Deductible	$0
A	AUTOMOBILE LIABILITY			P-810-6H263592-TAI-16	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB-6H31004A-16-43-G	10/1/2016	10/1/2017	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					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
A	Auto Physical Damage			P-810-6H263592-TIA-16	10/1/2016	10/1/2017	Comp. Deductible Collision Deductible	$1,000 $1,000

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

Named Insureds: Raba Kistner, Inc dba Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc, Raba Kistner Facilities, Inc., Raba Kistner Infrastructure and Raba Ingenieros S. de R.L. de C.V.
Project: Construction Materials Observation and Testing Services for City of San Juan Year 2016 Street Improvements-Pullen Ave., Hooper Ave., Coconut Palm Dr. ,and Salazar St.
Project No.: PMD17-059-00

CERTIFICATE HOLDER

Hidalgo Urban County Program
427 E. Duranta Avenue
Suite 107
Alamo TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WORK AUTHORIZATION NO. 1

HIDALGO COUNTY
Professional Construction
Material Testing Engineer Services

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, acting by and through the **Hidalgo County Urban County Program**, hereinafter called the "**Owner**," and, **Raba-Kistner Consultants, Inc.** professional engineers of **McAllen ,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide **Construction material testing engineer services for Granjeno 2016 Parks, Recreational Facility Improvements (Phase II)**.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$3,108.60**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "A".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section **4** of the Agreement.

PART 4. FUNDING
WORK AUTHORIZATION NO. **1** shall be funded through funding source:
ACCOUNT NO. **5016-35-0306-5000-3500-UCP-GVG**
PURCHASE ORDER NUMBER: _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scope of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. 1 .**

HIDALGO COUNTY
URBAN COUNTY PROGRAM

BY: _____
DIANA R. SERNA, UCP DIRECTOR

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on July 11, 2017 as indicated below and effective as of **11th day of July, 2017** .

THE ENGINEER:

_____
By: Isidoro Arjona, P.E. PMP, Vice President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____

Exhibit A: Cost Proposal : (Best & Final Offer Letter & Cost Breakdown)

RABA KISTNER
CONSULTANTS

Proposal No.: PMD17-056-00 (Revised)
June 23, 2017

EXHIBIT "A"

Raba Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956.682.5332
F 956.682.5487
TBPE Firm F-3257
TBPLS Firm 10193784

Ms. Guadalupe Garcia
Hidalgo Urban County Program
427 E. Duranta Ave, Suite 107
Alamo, Hidalgo County, Texas 78516

RE: Construction Materials Observation and Testing Services
City of Granjeno Parks and Recreational Facility Improvements
6607 S. F.M. 494
Granjeno, Hidalgo County, Texas

Dear Ms. Gracia:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to submit this proposal for Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is **$3,108.60.**

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plan provided to us via electronic-mail transmittal by Mr. Carlos Trevino, Graduate Engineer, with Hinojosa Engineering, Inc., the project's consulting engineering firm on Thursday, May 25, 2017, and are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

This amount should not be considered a maximum but is **RKCI's** estimate of the probable costs associated with implementing the work outlined on Page 4 of this document. The means/methods, sequencing, and scheduling of the Contractor and its Subcontractors, can significantly impact our estimate of the probable cost

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.

Jorge L. Perez
Supervisor, CME

JLP/WP

Attachments: Basic Charges

Copies submitted: Above (1)

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) _____ 1.00 /hour(s)

   Vehicle Trip Charge _____ $ 46.75/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.

8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

CONSTRUCTION MATERIALS TESTING UNIT RATES
CITY OF GRANJENO PARKS AND RECREATIONAL FACILITY IMPROVEMENTS PHASE II

SERVICE	UNIT RATE		QUANTITY	TOTAL
Earthwork:				
1. Moisture-Density Relationship (Proctor)	$230.00	each	2	$460.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$84.00	each	2	$168.00
3. Sieve Analysis -200	$56.75	each	2	$113.50
4. Sieve Analysis - Flexible Base Material	$56.75	each	0	$0.00
5. Technician Time Sampling	$49.25	hour	4	$197.00
6. Field Density Test - Volleyball/sidewalk/pads	$21.00	each	8	$168.00
7. Technician Time - Density Testing -	$49.25	hour	8	$394.00
8. Vehicle Travel Charge	$46.75	trip	6	$280.50
Subtotal				**$1,781.00**
Concrete:				
1. Concrete Compressive Strength Tests	$15.50	each	15	$232.50
2. Technician Time - Concrete Testing	$49.25	hour	6	$295.50
3. Air Content of Concrete	$28.75	each	3	$86.25
4. Technician Time - Pick-Up of Specimen(s)	$49.25	hour	4	$197.00
5. Vehicle Travel Charge	$46.75	trip	5	$233.75
Subtotal				**$1,045.00**
Professional Services:				
1. Project Coordination	$110.00	hour	As requested	
2. Geotechnical / Materials Engineer	$165.00	each	As requested	
3. Vehicle Travel Charge	$14.50	trip	As requested	
Subtotal				
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$282.60
Subtotal				**$282.60**
		GRAND TOTAL		**$3,108.60**

Fees for Consulting & Coordination Services	Unit Fees
Principal Engineer	$ 190.00 to 320.00/hr
Managing Engineer	123.00 to 210.00/hr
Staff Engineer	97.00 to 170.00/hr
Laboratory Manager	77.00 to 150.00/hr
Construction Services Manager	77.00 to 150.00/hr
Outside Professional Services & Reimbursable	Cost +15%
Additional Insured	225.00/ea
Report Preparation and Administration	49.00 to 84.00/hr

AI-60104 **Urban County** **14. E.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to re-designate Urban County Program Director as Certifying Officer Designee for Environmental review procedures for entities assuming HUD Environmental responsibilities (CDBG, HOME, ESG, COLONIA, TDHCA, TDRA, GLO Program and etc.).

BACKGROUND

Prior to obtaining Annual Funding from the U.S. Department of Housing and Urban Development, the County's Urban County Program must comply with 24 CFR Part 58 of the Federal Regulations. These Regulations provide Guidance on the procedures and time periods necessary to comply with public comment periods.

The Urban County Program is requesting that such Designation be made to the Urban County Program Director in order to speed up project spending and compliance with ratio requirements.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/29/2017 02:30 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Sandra Regalado Started On: 06/02/2017 10:44 AM

Final Approval Date: 07/07/2017

AI-60107 **Urban County** **14. F.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Resolution authorizing renewal of a Revolving Line of Credit with Lone Star National Bank of McAllen for the Urban County Program with authority for UCP to draw from such line of credit.

BACKGROUND

Urban County Program is requesting approval to renew an existing $ 500,000 Line of Credit with Lone Star National Bank. The purpose of the Line of Credit is to help finance the cost of construction and general administration expenses prior to reimbursement from the Texas Department of Housing and Community Affairs, Texas Department of Agriculture, and/or Texas General Land Office.

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/29/2017 02:30 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Sandra Regalado Started On: 06/02/2017 10:45 AM

Final Approval Date: 07/07/2017

RESOLUTION RENEWING A LINE OF CREDIT

WHEREAS, Hidalgo County Urban County Program has been awarded grants from the Texas Department of Housing and Community Affairs (TDHCA), Texas Department of Agriculture (TDA), and from the Texas General Land Office (GLO);

WHEREAS, there is a need to renew an existing line of credit in the amount of $500,000.00 for the purposes related to the administration and on-going business of these programs; and

WHEREAS, any amounts obtained from the line of credit will be re-paid directly from the corresponding TDHCA, TDA, and GLO programs.

THEREFORE, BE IT RESOLVED by the Commissioners' Court of Hidalgo County that the Urban County Program is authorized to renew a Line of Credit with the Lone Star National Bank of McAllen, Texas in the amount of $500,000.00 with authority for UCP to draw from such line of credit at an interest rate so specified in the County's depository contract with Lone Star National Bank of McAllen, Texas.

Signed the _____ day of _____, 2017

_____

County Judge

Attest:

_____

County Clerk

AI-60108 **Urban County** **14. G.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program requests authorization to advertise for construction and related activities for all projects identified in the 2017-2018 One Year Action Plan, subsequent amendments and Colonia funded activities (Texas General Land Office, Texas Department of Agriculture and Texas Department of Housing and Community Affairs, etc.).

BACKGROUND

Annually the Urban County Program submits the Hidalgo County One Year Action Plan to HUD after receiving Commissioners' Court Approval. The submitted plans outline the intended use of CDBG, HOME, ESG, GLO, TDA & TDHCA funds administered by the Urban County Program. The plans further define the specific projects to be implemented in terms of scope, location and budget availability. In an effort to expedite fund expenditures, the Urban County Program is seeking authorization to advertise for the required services to implement these programs in order to eliminate repetitive agenda items pertaining to the Plan and to shorten the administrative process for their implementation.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/29/2017 02:31 PM
Merlen P. Munoz	Merlen P. Munoz	07/03/2017 03:39 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Sandra Regalado		Started On: 06/02/2017 10:45 AM

Final Approval Date: 07/07/2017

AI-60109 **Urban County** **14. H.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to re-authorize Urban County Program Director to approve certain Change Orders on Urban County Projects

BACKGROUND

The County of Hidalgo Procurement Procedures, in Section III, No. F (B), permits as follows:

"If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners' court may grant general authority to an employee to approve change orders. However, the original price may not be increased by more than 25% unless the Change order is necessary to comply with a federal or state statue, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made.

The original contract price may not be decreased by 18 percent or more without the consent of the contractor."

The Urban County Program is requesting that such a Grant of General Authority be made to Director Diana R. Serna, under the conditions listed above, and for Change Orders requesting additional time for completion. This would help to speed up project spending and completion, while Commissioners' Court would still retain responsibility for any proposed major changes.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date

Budget & Management	Veronica Ortiz	06/29/2017 02:32 PM
Linda Flores	Linda Flores	06/29/2017 03:32 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Sandra Regalado Started On: 06/02/2017 10:46 AM

Final Approval Date: 07/07/2017

AI-60103 **Urban County** **14. I.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to Re-authorize Urban County Program Director to sign and execute contracts and agreements after Hidalgo County Commissioners' Court approval as they relate to all Hidalgo County Urban County Program projects and those included in the Annual Consolidated Plan.

BACKGROUND

The Hidalgo Urban County Program Annual Action Plan outlines the intended use of CDBG, HOME, and ESG
Funds administered by the Hidalgo County Urban County Program. The original authorization was approved by the Hidalgo County Commissioner's Court on June 4, 1996.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/29/2017 02:29 PM
Ivan Cantu	Ivan Cantu	07/05/2017 09:11 AM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Sandra Regalado Started On: 06/02/2017 10:41 AM

Final Approval Date: 07/07/2017

AI-60518 **Urban County** **14. J.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Subject to Compliance with HB 1295, when and if Applicable, the Urban County Program on behalf of the City of San Juan is requesting approval of a best and final negotiated contract for Construction Material Testing Services with Raba-Kistner Consultants, Inc., in the amount of $18,940.90 utilizing CDBG FY 29 (2016) Street Improvement funds.

2. Approval of Work Authorization No. 1 for Raba-Kistner Consultants, Inc. in the amount of $18,940.90

BACKGROUND

On September 13, 2016, Commissioner's Court ranked and approved contract negotiations with Raba-Kistner Consultants, Inc., for Professional Service-Construction Material Testing Services. See attached Contract, Exhibits, Certificate of Liability Insurance and Work Authorization No. 1.

Contract Amount: $ 18,940.90

Available Funds: $119,184.01 2016 Street Improvements

Approved as to form
Atlas, Hall & Rodriguez, L.L.P.
By: Stephen L. Crain, Attorney
On: 6-22-2017

Fiscal Impact

Attachments

Raba Kistner Agreement & Insurance for City of San Juan St Improvement
Raba Kistner Form 1295
WA No. 1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/29/2017 04:23 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Olga Lerma		Started On: 06/29/2017 01:20 PM
Final Approval Date: 07/07/2017		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the **11th day of July, 2017** by and between **HIDALGO COUNTY, TEXAS, acting by and thru Urban County Program** ("County") and **Raba Kistner Consultants, Inc.** of **McAllen,** a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing **"CONSTRUCTION MATERIALS TESTING SERVICES" (on an as needed basis)** for projects with **HIDALGO COUNTY URBAN COUNTY PROGRAM** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services; and

WHEREAS, Urban County Program has selected the "Engineer" from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ) to provide the Services for the **City of San Juan- 2016 Street Improvements Project.**

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in **Exhibit "A"** attached hereto and entitled "Services to be performed by County." Engineer

agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement is for a period of **one (1) year**, effective **July 11, 2017,** and will expire **July 11, 2018** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D".

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Engineer. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement term, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" attached to this Agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and

goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any County or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

21. VENUE. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

22. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto,

including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County: **HIDALGO COUNTY URBAN COUNTY PROGRAM**
Attn: Diana R. Serna, UCP Director
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

If to Engineer: **RABA-KISTNER CONSULTANTS, INC.**
Attn: Isidoro Arjona, P.E. PMP, Vice President
800 E. Hackberry,
McAllen, Texas 78501

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

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

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

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

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

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

30. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

31. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ENGINEER:
RABA KISTNER CONSULTANTS, INC.

By: _____

Printed Name Isidoro Arjona, P.E. PMP

Title: Vice President

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: July 11, 2017.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.
By: Stephen L. Crain, Attorney
On: February 6, 2017

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

RABA KISTNER
CONSULTANTS

Proposal No.: PMD17-059-00
June 16, 2017

Exhibit "B"

Raba Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956.682.5332
F 956.682.5487
TBPE Firm F-3257
TBPLS Firm 10193784

Ms. Diana R. Serna, Director
Urban County Program
427 E. Duranta Avenue
Alamo, Hidalgo County, Texas

RE: Proposal for Construction Materials Observation and Testing Services
City of San Juan - Urban County Program
Year 2016 Street Improvements
Pullen Avenue, Hooper Avenue, Coconut Palm Drive and Salazar Street
San Juan, Hidalgo County, Texas

Dear Ms. Serna:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is:

Pullen Avenue	**$4,776.75.**
Hooper Avenue	**$4,776.75.**
Coconut Palm Avenue	**$4,776.75.**
Salazar Street	**$4,610.65.**
Grand Total:	**$18,940.90.**

Our proposed scope of services and estimated item quantities are based upon our interpretation of the documents received by our office via electronic-mail attachment from Mr. Javier Hinojosa, P.E., with Javier Hinojosa Engineering, the project's civil engineering firm, on Tuesday, May 30, 2017 and are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

This amount should not be considered a maximum but is **RKCI's** estimate of the probable costs associated with implementing the work outlined on Page Nos. 4, 5, 6 and 7 of this document. The means/methods, sequencing, and scheduling of the Contractor and its Subcontractors, can significantly impact our estimate of the probable cost. If **RKCI's** services will exceed the estimated amount, **RKCI** must obtain written authorization from the client prior to rendering such services.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.

Jorge L. Perez
Supervisor, CME

JLP/WP

Attachments: Basic Charges

II – Schedule of Fees
Copies submitted: Above (1)

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

CONSTRUCTION MATERIALS TESTING UNIT RATES
PULLEN AVENUE

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil and Building Pads Earthwork:				
1. Moisture-Density Relationship (Proctor)	$230.00	each	1	$230.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$84.00	each	1	$84.00
3. Sieve Analysis -200	$56.75	each	0	$0.00
4. Sieve Analysis - Flexible Base Material	$56.75	each	1	$56.75
5. Lime Series Curve Determination Including Five pH Determinations	$412.50	each	0	$0.00
6. Technician Time Sampling	$49.25	hour	2	$98.50
7. Field Density Test	$21.00	each	8	$168.00
8. Technician Time - Density Testing	$49.25	hour	5	$246.25
9. Vehicle Travel Charge	$46.75	trip	3	$140.25
Subtotal				**$1,023.75**
Concrete: Civil				
1. Concrete Compressive Strength Tests	$15.50	each	10	$155.00
2. Technician Time - Concrete Testing	$49.25	hour	4	$197.00
3. Air Content of Concrete	$28.75	each	2	$57.50
4. Technician Time - Pick-Up of Specimen(s)	$49.25	hour	4	$197.00
5. Vehicle Travel Charge	$46.75	trip	4	$187.00
Subtotal				**$793.50**
Asphalt:				
1. Asphaltic Concrete Laydown Observation	$59.00	hour	10	$590.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$283.75	each	2	$567.50
3. Maximum Theoretical Specific Gravity of Asphalt	$104.00	each	2	$208.00
4. Field Density Test-Parking Area	$16.50	each	8	$132.00
5. Asphaltic Concrete Coring:				
a.) Two Men	$101.25	hour	4	$405.00
b.) Coring Rig	$113.00	day	1	$113.00
c.) Generator	$95.50	day	1	$95.50
d.) Bit Wear - Quartz Aggregate (River Gravel)	$6.00	in.-in.	32	$192.00
6. Core Densities	$20.50	each	4	$82.00
5. Vehicle Travel Charge	$46.75	trip	3	$140.25
Subtotal				**$2,525.25**
Professional Services:				
1. Project Coordination	$110.00	hour	As requested	
2. Geotechnical / Materials Engineer	$165.00	each	As requested	
3. Vehicle Travel Charge	$25.75	trip	As requested	
Subtotal				
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$434.25
Subtotal				**$434.25**
			GRAND TOTAL	**$4,776.75**

CONSTRUCTION MATERIALS TESTING UNIT RATES
HOOPER AVENUE

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil and Building Pads Earthwork:				
1. Moisture-Density Relationship (Proctor)	$230.00	each	1	$230.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$84.00	each.	1	$84.00
3. Sieve Analysis -200	$56.75	each	0	$0.00
4. Sieve Analysis - Flexible Base Material	$56.75	each	1	$56.75
7. Lime Series Curve Determination Including Five pH Determinations	$412.50	each	0	$0.00
4. Technician Time Sampling	$49.25	hour	2	$98.50
5. Field Density Test	$21.00	each	8	$168.00
6. Technician Time - Density Testing	$49.25	hour	5	$246.25
7. Vehicle Travel Charge	$46.75	trip	3	$140.25
Subtotal				**$1,023.75**
Concrete: Civil				
1. Concrete Compressive Strength Tests	$15.50	each	10	$155.00
2. Technician Time - Concrete Testing	$49.25	hour	4	$197.00
3. Air Content of Concrete	$28.75	each	2	$57.50
4. Technician Time - Pick-Up of Specimen(s)	$49.25	hour	4	$197.00
5. Vehicle Travel Charge	$46.75	trip	4	$187.00
Subtotal				**$793.50**
Asphalt:				
1. Asphaltic Concrete Laydown Observation	$59.00	hour	10	$590.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$283.75	each	2	$567.50
3. Maximum Theoretical Specific Gravity of Asphalt	$104.00	each	2	$208.00
4. Field Density Test-Parking Area	$16.50	each	8	$132.00
4. Asphaltic Concrete Coring:				
a.) Two Men	$101.25	hour	4	$405.00
b.) Coring Rig	$113.00	day	1	$113.00
c.) Generator	$95.50	day	1	$95.50
d.) Bit Wear - Quartz Aggregate (River Gravel)	$6.00	in.-in.	32	$192.00
5. Core Densities	$20.50	each	4	$82.00
5. Vehicle Travel Charge	$46.75	trip	3	$140.25
Subtotal				**$2,525.25**
Professional Services:				
1. Project Coordination	$110.00	hour	As requested	
2. Geotechnical / Materials Engineer	$165.00	each	As requested	
3. Vehicle Travel Charge	$25.75	trip	As requested	
Subtotal				
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$434.25
Subtotal				**$434.25**
			GRAND TOTAL	**$4,776.75**

CONSTRUCTION MATERIALS TESTING UNIT RATES
COCONUT PALM AVENUE

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil and Building Pads Earthwork:				
1. Moisture-Density Relationship (Proctor)	$230.00	each	1	$230.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$84.00	each	1	$84.00
3. Sieve Analysis -200	$56.75	each	0	$0.00
4. Sieve Analysis - Flexible Base Material	$56.75	each	1	$56.75
7. Lime Series Curve Determination Including Five pH Determinations	$412.00	each	0	$0.00
4. Technician Time Sampling	$49.25	hour	2	$98.50
5. Field Density Test - Building Pad	$21.00	each	8	$168.00
6. Technician Time - Density Testing - Building Pad	$49.25	hour	5	$246.25
7. Vehicle Travel Charge	$46.75	trip	3	$140.25
Subtotal				**$1,023.75**
Concrete: Civil				
1. Concrete Compressive Strength Tests	$15.50	each	10	$155.00
2. Technician Time - Concrete Testing	$49.25	hour	4	$197.00
3. Air Content of Concrete	$28.75	each	2	$57.50
4. Technician Time - Pick-Up of Specimen(s)	$49.25	hour	4	$197.00
5. Vehicle Travel Charge	$46.75	trip	4	$187.00
Subtotal				**$793.50**
Asphalt:				
1. Asphaltic Concrete Laydown Observation	$59.00	hour	10	$590.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$283.75	each	2	$567.50
3. Maximum Theoretical Specific Gravity of Asphalt	$104.00	each	2	$208.00
4. Field Density Test-Parking Area	$16.50	each	8	$132.00
5. Asphaltic Concrete Coring:				
a.) Two Men	$101.25	hour	4	$405.00
b.) Coring Rig	$113.00	day	1	$113.00
c.) Generator	$95.50	day	1	$95.50
d.) Bit Wear - Quartz Aggregate (River Gravel)	$6.00	in.-in.	32	$192.00
6. Core Densities	$20.50	each	4	$82.00
7. Vehicle Travel Charge	$46.75	trip	3	$140.25
Subtotal				**$2,525.25**
Professional Services:				
1. Project Coordination	$110.00	hour	As requested	
2. Geotechnical / Materials Engineer	$165.00	each	As requested	
3. Vehicle Travel Charge	$25.75	trip	As requested	
Subtotal				
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$434.25
Subtotal				**$434.25**
			GRAND TOTAL	**$4,776.75**

CONSTRUCTION MATERIALS TESTING UNIT RATES
SALAZAR STREET

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil and Building Pads Earthwork:				
1. Moisture-Density Relationship (Proctor)	$230.00	each	1	$230.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$84.00	each	1	$84.00
3. Sieve Analysis -200	$56.75	each	0	$0.00
4. Sieve Analysis - Flexible Base Material	$56.75	each	1	$56.75
7. Lime Series Curve Determination Including Five pH Determinations	$412.50	each	0	$0.00
4. Technician Time Sampling	$49.25	hour	2	$98.50
5. Field Density Test - Building Pad	$21.00	each	6	$126.00
6. Technician Time - Density Testing - Building Pad	$49.25	hour	5	$246.25
7. Vehicle Travel Charge	$46.75	trip	3	$140.25
Subtotal				**$981.75**
Concrete: Civil				
1. Concrete Compressive Strength Tests	$15.50	each	10	$155.00
2. Technician Time - Concrete Testing	$49.25	hour	4	$197.00
3. Air Content of Concrete	$28.75	each	2	$57.50
4. Technician Time - Pick-Up of Specimen(s)	$49.25	hour	4	$197.00
5. Vehicle Travel Charge	$46.75	trip	4	$187.00
Subtotal				**$793.50**
Asphalt:				
1. Asphaltic Concrete Laydown Observation	$59.00	hour	8	$472.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$283.75	each	2	$567.50
3. Maximum Theoretical Specific Gravity of Asphalt	$104.00	each	2	$208.00
4. Field Density Test-Parking Area	$16.50	each	8	$132.00
5. Asphaltic Concrete Coring:				
a.) Two Men	$101.25	hour	4	$405.00
b.) Coring Rig	$113.00	day	1	$113.00
c.) Generator	$95.50	day	1	$95.50
d.) Bit Wear - Quartz Aggregate (River Gravel)	$6.00	in.-in.	32	$192.00
6. Core Densities	$20.50	each	4	$82.00
5. Vehicle Travel Charge	$49.75	trip	3	$149.25
Subtotal				**$2,416.25**
Professional Services:				
1. Project Coordination	$110.00	hour	As requested	
2. Geotechnical / Materials Engineer	$165.00	each	As requested	
3. Vehicle Travel Charge	$25.75	trip	As requested	
Subtotal				
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$419.15
Subtotal				**$419.15**
			GRAND TOTAL	**$4,610.65**

EXHIBIT C

-Engineer Contract Rates

Proposal No. PMD17-059-00
June 16, 2017

Attachment II

RABA KISTNER

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a $10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at $1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at $70.00 per day, plus $1.00 per mile over 50 miles per day. Copies will be charged at $0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

Proposal No.: PMD17-059-00
June 16, 2017

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) _____ 1.0/hour(s)

   Vehicle Trip Charge _____ $ 46.75/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.

8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

Proposal No.: PMD17-059-00
June 16, 2017

Fees for Consulting & Coordination Services	Unit Fees
Principal Engineer	$ 190.00 to 320.00/hr
Managing Engineer	123.00 to 210.00/hr
Staff Engineer	97.00 to 170.00/hr
Laboratory Manager	77.00 to 150.00/hr
Construction Services Manager	77.00 to 150.00/hr
Outside Professional Services & Reimbursable	Cost +15%
Additional Insured	225.00/ea
Report Preparation and Administration	49.00 to 84.00/hr

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Construction
Material Testing Engineer Services

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, acting by and through the **Hidalgo County Urban County Program**, hereinafter called the "**Owner**," and, _____. professional engineers of _____, _____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide **Construction material testing engineer services**.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$**_____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No._____ shall be funded through funding source:
Account No. _____
PURCHASE ORDER NUMBER: _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. _____.**

HIDALGO COUNTY
URBAN COUNTY PROGRAM

BY: _____
DIANA R. SERNA, UCP DIRECTOR

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____day of _____, 201_____.

THE ENGINEER:

_____
By: Isidoro Arjona, P.E. PMP

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL
"CONSTRUCTION MATERIAL TESTING SERVICES"

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", a **Raba Kistner Consultants, Inc.**, Professional Engineers of **McAllen,** Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ **20** _____ concerning Engineering for **Construction Material Testing Services** hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

_____

By: Isidoro Arjona, P.E. PMP

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Catto & Catto LLP One Alamo Center 106 S. St. Mary's Street, Ste. 800 San Antonio TX 78205	**CONTACT NAME:** Nancy Pruski **PHONE (A/C, No, Ext):** 210-222-2161 x 262 **FAX (A/C, No):** 210-222-1618 **E-MAIL ADDRESS:** npruski@catto.com
INSURED Raba Kistner Inc. P.O. Box 690287 San Antonio TX 78269-0287	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Travelers Indemnity of America 25666 INSURER B : Travelers Casualty Ins Co of 19046 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 722549632 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contract. Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			630-6H263592-TAI-16	10/1/2016	10/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $0
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			P-810-6H263592-TAI-16	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB-6H31004A-16-43-G	10/1/2016	10/1/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Auto Physical Damage			P-810-6H263592-TIA-16	10/1/2016	10/1/2017	Comp. Deductible Collision Deductible	$1,000 $1,000

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

Named Insureds: Raba Kistner, Inc dba Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc, Raba Kistner Facilities, Inc., Raba Kistner Infrastructure and Raba Ingenieros S. de R.L. de C.V.
Project: Construction Materials Observation and Testing Services for City of San Juan Year 2016 Street Improvements-Pullen Ave., Hooper Ave., Coconut Palm Dr. ,and Salazar St.
Project No.: PMD17-059-00

CERTIFICATE HOLDER

Hidalgo Urban County Program
427 E. Duranta Avenue
Suite 107
Alamo TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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:
2017-230234

Date Filed:
06/28/2017

Date Acknowledged:
06/29/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Raba Kistner, Inc.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

San Juan Street Improvements
Construction Materials Engineering and Testing

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Raba, William L.	San Antonio, TX United States	X	
Raba, Gary W.	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:
2017-230234

Date Filed:
06/28/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Raba Kistner, Inc.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
San Juan Street Improvements
Construction Materials Engineering and Testing

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Raba, William L.	San Antonio, TX United States	X	
Raba, Gary W.	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.

NOTARY PUBLIC STATE OF TEXAS
BARBARA SUE CAMARCO
My Commission Expires
January 21, 2019

Gary W Raba
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gary W. Raba, this the 28th day of June, 20 17, to certify which, witness my hand and seal of office.

Barbara Sue Camarco — Barbara Sue Camarco — Business Manager
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

WORK AUTHORIZATION NO. 1

HIDALGO COUNTY
Professional Construction
Material Testing Engineer Services

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, acting by and through the **Hidalgo County Urban County Program**, hereinafter called the "**Owner**," and, **Raba-Kistner Consultants, Inc.** professional engineers of **McAllen ,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide **Construction material testing engineer services for San Juan 2016 Street Improvements**.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$18,940.90**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "A".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section __4___ of the Agreement.

PART 4. FUNDING
WORK AUTHORIZATION NO. __1__ shall be funded through funding source:
ACCOUNT NO. **5016-75-0311-5000-7500-UCP-GVG**
PURCHASE ORDER NUMBER: _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scope of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. 1 .**

HIDALGO COUNTY
URBAN COUNTY PROGRAM

BY: _____
DIANA R. SERNA, UCP DIRECTOR

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on July 11, 2017 as indicated below and effective as of **11th day of July, 2017** .

THE ENGINEER:

_____
By: Isidoro Arjona, P.E. PMP, Vice President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____

Exhibit A: Cost Proposal : (Best & Final Offer Letter & Cost Breakdown)

RABA KISTNER
CONSULTANTS

Proposal No.: PMD17-059-00
June 16, 2017

Exhibit "A"

Raba Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956.682.5332
F 956.682.5487
TBPE Firm F-3257
TBPLS Firm 10193784

Ms. Diana R. Serna, Director
Urban County Program
427 E. Duranta Avenue
Alamo, Hidalgo County, Texas

RE: Proposal for Construction Materials Observation and Testing Services
City of San Juan - Urban County Program
Year 2016 Street Improvements
Pullen Avenue, Hooper Avenue, Coconut Palm Drive and Salazar Street
San Juan, Hidalgo County, Texas

Dear Ms. Serna:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is:

Pullen Avenue	**$4,776.75.**
Hooper Avenue	**$4,776.75.**
Coconut Palm Avenue	**$4,776.75.**
Salazar Street	**$4,610.65.**
Grand Total:	**$18,940.90.**

Our proposed scope of services and estimated item quantities are based upon our interpretation of the documents received by our office via electronic-mail attachment from Mr. Javier Hinojosa, P.E., with Javier Hinojosa Engineering, the project's civil engineering firm, on Tuesday, May 30, 2017 and are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

This amount should not be considered a maximum but is **RKCI's** estimate of the probable costs associated with implementing the work outlined on Page Nos. 4, 5, 6 and 7 of this document. The means/methods, sequencing, and scheduling of the Contractor and its Subcontractors, can significantly impact our estimate of the probable cost. If **RKCI's** services will exceed the estimated amount, **RKCI** must obtain written authorization from the client prior to rendering such services.

Proposal No.: PMD17-059-00
June 16, 2017

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.

Jorge L. Perez
Supervisor, CME

JLP/WP

Attachments: Basic Charges

II – Schedule of Fees
Copies submitted: Above (1)

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

Proposal No.: PMD17-059-00
June 16, 2017

CONSTRUCTION MATERIALS TESTING UNIT RATES
PULLEN AVENUE

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil and Building Pads Earthwork:				
1. Moisture-Density Relationship (Proctor)	$230.00	each	1	$230.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$84.00	each	1	$84.00
3. Sieve Analysis -200	$56.75	each	0	$0.00
4. Sieve Analysis - Flexible Base Material	$56.75	each	1	$56.75
5. Lime Series Curve Determination Including Five pH Determinations	$412.50	each	0	$0.00
6. Technician Time Sampling	$49.25	hour	2	$98.50
7. Field Density Test	$21.00	each	8	$168.00
8. Technician Time - Density Testing	$49.25	hour	5	$246.25
9. Vehicle Travel Charge	$46.75	trip	3	$140.25
Subtotal				**$1,023.75**
Concrete: Civil				
1. Concrete Compressive Strength Tests	$15.50	each	10	$155.00
2. Technician Time - Concrete Testing	$49.25	hour	4	$197.00
3. Air Content of Concrete	$28.75	each	2	$57.50
4. Technician Time - Pick-Up of Specimen(s)	$49.25	hour	4	$197.00
5. Vehicle Travel Charge	$46.75	trip	4	$187.00
Subtotal				**$793.50**
Asphalt:				
1. Asphaltic Concrete Laydown Observation	$59.00	hour	10	$590.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$283.75	each	2	$567.50
3. Maximum Theoretical Specific Gravity of Asphalt	$104.00	each	2	$208.00
4. Field Density Test-Parking Area	$16.50	each	8	$132.00
5. Asphaltic Concrete Coring:				
a.) Two Men	$101.25	hour	4	$405.00
b.) Coring Rig	$113.00	day	1	$113.00
c.) Generator	$95.50	day	1	$95.50
d.) Bit Wear - Quartz Aggregate (River Gravel)	$6.00	in.-in.	32	$192.00
6. Core Densities	$20.50	each	4	$82.00
5. Vehicle Travel Charge	$46.75	trip	3	$140.25
Subtotal				**$2,525.25**
Professional Services:				
1. Project Coordination	$110.00	hour	As requested	
2. Geotechnical / Materials Engineer	$165.00	each	As requested	
3. Vehicle Travel Charge	$25.75	trip	As requested	
Subtotal				
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$434.25
Subtotal				**$434.25**
		GRAND TOTAL		**$4,776.75**

Proposal No.: PMD17-059-00
June 16, 2017

CONSTRUCTION MATERIALS TESTING UNIT RATES
HOOPER AVENUE

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil and Building Pads Earthwork:				
1. Moisture-Density Relationship (Proctor)	$230.00	each	1	$230.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$84.00	each	1	$84.00
3. Sieve Analysis -200	$56.75	each	0	$0.00
4. Sieve Analysis - Flexible Base Material	$56.75	each	1	$56.75
7. Lime Series Curve Determination Including Five pH Determinations	$412.50	each	0	$0.00
4. Technician Time Sampling	$49.25	hour	2	$98.50
5. Field Density Test	$21.00	each	8	$168.00
6. Technician Time - Density Testing	$49.25	hour	5	$246.25
7. Vehicle Travel Charge	$46.75	trip	3	$140.25
Subtotal				**$1,023.75**
Concrete: Civil				
1. Concrete Compressive Strength Tests	$15.50	each	10	$155.00
2. Technician Time - Concrete Testing	$49.25	hour	4	$197.00
3. Air Content of Concrete	$28.75	each	2	$57.50
4. Technician Time - Pick-Up of Specimen(s)	$49.25	hour	4	$197.00
5. Vehicle Travel Charge	$46.75	trip	4	$187.00
Subtotal				**$793.50**
Asphalt:				
1. Asphaltic Concrete Laydown Observation	$59.00	hour	10	$590.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$283.75	each	2	$567.50
3. Maximum Theoretical Specific Gravity of Asphalt	$104.00	each	2	$208.00
4. Field Density Test-Parking Area	$16.50	each	8	$132.00
4. Asphaltic Concrete Coring:				
a.) Two Men	$101.25	hour	4	$405.00
b.) Coring Rig	$113.00	day	1	$113.00
c.) Generator	$95.50	day	1	$95.50
d.) Bit Wear - Quartz Aggregate (River Gravel)	$6.00	in.-in.	32	$192.00
5. Core Densities	$20.50	each	4	$82.00
5. Vehicle Travel Charge	$46.75	trip	3	$140.25
Subtotal				**$2,525.25**
Professional Services:				
1. Project Coordination	$110.00	hour	As requested	
2. Geotechnical / Materials Engineer	$165.00	each	As requested	
3. Vehicle Travel Charge	$25.75	trip	As requested	
Subtotal				
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$434.25
Subtotal				**$434.25**
			GRAND TOTAL	**$4,776.75**

Proposal No.: PMD17-059-00
June 16, 2017

CONSTRUCTION MATERIALS TESTING UNIT RATES
COCONUT PALM AVENUE

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil and Building Pads Earthwork:				
1. Moisture-Density Relationship (Proctor)	$230.00	each	1	$230.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$84.00	each	1	$84.00
3. Sieve Analysis -200	$56.75	each	0	$0.00
4. Sieve Analysis - Flexible Base Material	$56.75	each	1	$56.75
7. Lime Series Curve Determination Including Five pH Determinations	$412.00	each	0	$0.00
4. Technician Time Sampling	$49.25	hour	2	$98.50
5. Field Density Test - Building Pad	$21.00	each	8	$168.00
6. Technician Time - Density Testing - Building Pad	$49.25	hour	5	$246.25
7. Vehicle Travel Charge	$46.75	trip	3	$140.25
Subtotal				**$1,023.75**
Concrete: Civil				
1. Concrete Compressive Strength Tests	$15.50	each	10	$155.00
2. Technician Time - Concrete Testing	$49.25	hour	4	$197.00
3. Air Content of Concrete	$28.75	each	2	$57.50
4. Technician Time - Pick-Up of Specimen(s)	$49.25	hour	4	$197.00
5. Vehicle Travel Charge	$46.75	trip	4	$187.00
Subtotal				**$793.50**
Asphalt:				
1. Asphaltic Concrete Laydown Observation	$59.00	hour	10	$590.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$283.75	each	2	$567.50
3. Maximum Theoretical Specific Gravity of Asphalt	$104.00	each	2	$208.00
4. Field Density Test-Parking Area	$16.50	each	8	$132.00
5. Asphaltic Concrete Coring:				
a.) Two Men	$101.25	hour	4	$405.00
b.) Coring Rig	$113.00	day	1	$113.00
c.) Generator	$95.50	day	1	$95.50
d.) Bit Wear - Quartz Aggregate (River Gravel)	$6.00	in.-in.	32	$192.00
6. Core Densities	$20.50	each	4	$82.00
7. Vehicle Travel Charge	$46.75	trip	3	$140.25
Subtotal				**$2,525.25**
Professional Services:				
1. Project Coordination	$110.00	hour	As requested	
2. Geotechnical / Materials Engineer	$165.00	each	As requested	
3. Vehicle Travel Charge	$25.75	trip	As requested	
Subtotal				
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$434.25
Subtotal				**$434.25**
			GRAND TOTAL	**$4,776.75**

Proposal No.: PMD17-059-00
June 16, 2017

CONSTRUCTION MATERIALS TESTING UNIT RATES
SALAZAR STREET

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil and Building Pads Earthwork:				
1. Moisture-Density Relationship (Proctor)	$230.00	each	1	$230.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$84.00	each	1	$84.00
3. Sieve Analysis -200	$56.75	each	0	$0.00
4. Sieve Analysis - Flexible Base Material	$56.75	each	1	$56.75
7. Lime Series Curve Determination Including Five pH Determinations	$412.50	each	0	$0.00
4. Technician Time Sampling	$49.25	hour	2	$98.50
5. Field Density Test - Building Pad	$21.00	each	6	$126.00
6. Technician Time - Density Testing - Building Pad	$49.25	hour	5	$246.25
7. Vehicle Travel Charge	$46.75	trip	3	$140.25
Subtotal				**$981.75**
Concrete: Civil				
1. Concrete Compressive Strength Tests	$15.50	each	10	$155.00
2. Technician Time - Concrete Testing	$49.25	hour	4	$197.00
3. Air Content of Concrete	$28.75	each	2	$57.50
4. Technician Time - Pick-Up of Specimen(s)	$49.25	hour	4	$197.00
5. Vehicle Travel Charge	$46.75	trip	4	$187.00
Subtotal				**$793.50**
Asphalt:				
1. Asphaltic Concrete Laydown Observation	$59.00	hour	8	$472.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$283.75	each	2	$567.50
3. Maximum Theoretical Specific Gravity of Asphalt	$104.00	each	2	$208.00
4. Field Density Test-Parking Area	$16.50	each	8	$132.00
5. Asphaltic Concrete Coring:				
a.) Two Men	$101.25	hour	4	$405.00
b.) Coring Rig	$113.00	day	1	$113.00
c.) Generator	$95.50	day	1	$95.50
d.) Bit Wear - Quartz Aggregate (River Gravel)	$6.00	in.-in.	32	$192.00
6. Core Densities	$20.50	each	4	$82.00
5. Vehicle Travel Charge	$49.75	trip	3	$149.25
Subtotal				**$2,416.25**
Professional Services:				
1. Project Coordination	$110.00	hour	As requested	
2. Geotechnical / Materials Engineer	$165.00	each	As requested	
3. Vehicle Travel Charge	$25.75	trip	As requested	
Subtotal				
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$419.15
Subtotal				**$419.15**
			GRAND TOTAL	**$4,610.65**

AI-60514 **Urban County** **14. K.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Subject to Compliance with HB 1295, when and if Applicable, the Urban County Program on behalf of the City of Granjeno is requesting approval of a best and final negotiated contract for Construction Material Testing Services with Raba-Kistner Consultants, Inc., in the amount of $11,753.78 utilizing CDBG FY 29 (2016) Street Improvement funds.

2. Approval of Work Authorization No. 1 for Raba-Kistner Consultants, Inc. in the amount of $11,753.78.

BACKGROUND

On November 1, 2016, Commissioner's Court ranked and approved contract negotiations with Raba-Kistner Consultants, Inc., for Professional Service-Construction Material Testing Services. See attached Contract, Exhibits, Certificate of Liability Insurance and Work Authorization No. 1.

Contract Amount: $ 11,753.78

Available Funds: $ 213,975.00 2016 Street Improvements

Approved as to form
Atlas, Hall & Rodriguez, L.L.P.
By: Stephen L. Crain, Attorney
On: 6-22-2017

Fiscal Impact

Attachments

Raba Kistner Agreement & Insurance
Raba Kistner Form 1295
Work Authorization No.1 Raba Kistner

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/29/2017 04:10 PM
Merlen P. Munoz	Merlen P. Munoz	07/03/2017 03:42 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Olga Lerma		Started On: 06/29/2017 10:01 AM
Final Approval Date: 07/07/2017		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the **11th day of July, 2017** by and between **HIDALGO COUNTY, TEXAS, acting by and thru Urban County Program** ("County") and **Raba Kistner Consultants, Inc.** of **McAllen,** a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing **"CONSTRUCTION MATERIALS TESTING SERVICES" (on an as needed basis)** for projects with **HIDALGO COUNTY URBAN COUNTY PROGRAM** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services; and

WHEREAS, Urban County Program has selected the "Engineer" from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ) to provide the Services for the **City of Granjeno- 2016 Street Improvements Project.**

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in **Exhibit "A"** attached hereto and entitled "Services to be performed by County." Engineer

agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement is for a period of **one (1) year**, effective **July 11, 2017,** and will expire **July 11, 2018** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D".

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Engineer. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement term, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" attached to this Agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and

goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any County or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

21. VENUE. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

22. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto,

including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County: **HIDALGO COUNTY URBAN COUNTY PROGRAM**
Attn: Diana R. Serna, UCP Director
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

If to Engineer: **RABA-KISTNER CONSULTANTS, INC.**
Attn: Isidoro Arjona, P.E. PMP, Vice President
800 E. Hackberry,
McAllen, Texas 78501

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

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

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

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

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

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

30. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

31. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ENGINEER:
RABA KISTNER CONSULTANTS, INC.

By: _____

Printed Name Isidoro Arjona, P.E. PMP

Title: Vice President

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: July 11, 2017.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.
By: Stephen L. Crain, Attorney
On: February 6, 2017

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

RABA KISTNER
CONSULTANTS

Proposal No.: PMD17-064-00
June 23, 2017

Raba Kistner Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956.682.5332
F 956.682.5487
TBPE Firm F-3257
TBPLS Firm 10193784

Ms. Guadalupe Garcia
Hidalgo Urban County Program
427 E. Duranta Ave, Suite 107
Alamo, Hidalgo County, Texas 78516

RE: Construction Materials Observation and Testing Services
City of Granjeno Street Improvements
El Camino Real and Anzaldua Drive
Granjeno, Hidalgo County, Texas

Dear Mr. Garcia:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to submit this proposal for Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is:

M 494 (Military Road) Sidewalk Improvements	**$3,924.80.**
El Camino Real Drive	**$6,196.58.**
Anzaldua Drive	**$1,632.40.**
Grand Total	**$11,753.78.**

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plan provided to us via electronic-mail transmittal by Mr. Carlos Trevino, Graduate Engineer, with Hinojosa Engineering, Inc., the project's consulting engineering firm on Thursday, May 25, 2017, and are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

This amount should not be considered a maximum but is **RKCI's** estimate of the probable costs associated with implementing the work outlined on Page 4, 5 and 6 of this document. The means/methods, sequencing, and scheduling of the Contractor and its Subcontractors, can significantly impact our estimate of the probable cost

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.

Jorge L. Perez
Supervisor, CME

JLP/EA/WP

Attachments: Basic Charges

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

Copies submitted: Above (1)

CONSTRUCTION MATERIALS TESTING UNIT RATES
FM 494 (MILITARY ROAD) SIDEWALK IMPROVEMENTS

SERVICE	UNIT RATE		QUANTITY	TOTAL
Concrete:				
1. Concrete Compressive Strength Tests	$15.50	each	40	$620.00
2. Technician Time - Concrete Testing	$49.25	hour	24	$1,182.00
3. Air Content of Concrete	$28.75	each	8	$230.00
4. Technician Time - Pick-Up of Specimen(s)	$49.25	hour	16	$788.00
5. Vehicle Travel Charge	$46.75	trip	16	$748.00
Subtotal				**$3,568.00**
Professional Services:				
1. Project Coordination	$110.00	hour	As requested	
2. Geotechnical / Materials Engineer	$165.00	each	As requested	
3. Vehicle Travel Charge	$46.75	trip	As requested	
Subtotal				
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$356.80
Subtotal				**$356.80**
			GRAND TOTAL	**$3,924.80**

CONSTRUCTION MATERIALS TESTING UNIT RATES
EL CAMINO REAL DRIVE

SERVICE	UNIT RATE		QUANTITY	TOTAL
Earthwork:				
1. Moisture-Density Relationship (Proctor)	$230.00	each	3	$690.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$84.00	each	3	$252.00
3. Sieve Analysis -200	$56.75	each	0	$0.00
4. Sieve Analysis - Flexible Base Material	$56.75	each	1	$56.75
5. Technician Time Sampling	$49.25	hour	6	$295.50
6. Field Density Test	$21.00	each	4	$84.00
7. Technician Time - Density Testing	$49.25	hour	10	$492.50
8. Vehicle Travel Charge	$46.75	trip	7	$327.25
Subtotal				**$2,198.00**
Asphalt:				
1. Asphaltic Concrete Laydown Observation	$59.00	hour	15	$885.00
2. Field Densities Test	$16.50	each	15	$247.50
3. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphalt Concrete	$283.75	each	3	$851.25
4. Maximum Theoretical Max. Specific Gravity of Asphalt	$104.00	each	3	$312.00
5. Asphaltic Concrete Coring:				
a.) Two Men	$101.25	hour	4	$405.00
b.) Coring Rig	$113.00	day	1	$113.00
c.) Generator	$95.50	day	1	$95.50
d.) Bit Wear - Quartz Aggregate (River Gravel)	$6.00	in.-in.	36	$216.00
6. Core Density	$20.50	each	6	$123.00
7. Vehicle Travel Charge	$46.75	trip	4	$187.00
Subtotal				**$3,435.25**
Professional Services:				
1. Project Coordination	$110.00	hour	As requested	
2. Geotechnical / Materials Engineer	$165.00	each	As requested	
3. Vehicle Travel Charge	$46.75	trip	As requested	
Subtotal				
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$563.33
Subtotal				**$563.33**
			GRAND TOTAL	**$6,196.58**

CONSTRUCTION MATERIALS TESTING UNIT RATES
ANZALDUA DRIVE

SERVICE	UNIT RATE		QUANTITY	TOTAL
Asphalt:				
1. Asphaltic Concrete Laydown Observation	$59.00	hour	5	$295.00
2. Field Densities Test	$16.50	each	5	$82.50
3. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphalt Concrete	$283.75	each	1	$283.75
4. Maximum Theoretical Max. Specific Gravity of Asphalt	$104.00	each	1	$104.00
5. Asphaltic Concrete Coring:				
a.) Two Men	$101.25	hour	3	$303.75
b.) Coring Rig	$113.00	day	1	$113.00
c.) Generator	$95.50	day	1	$95.50
d.) Bit Wear - Quartz Aggregate (River Gravel)	$6.00	in.-in.	12	$72.00
6. Core Density	$20.50	each	2	$41.00
7. Vehicle Travel Charge	$46.75	trip	2	$93.50
Subtotal				**$1,484.00**
Professional Services:				
1. Project Coordination	$110.00	hour	As requested	
2. Geotechnical / Materials Engineer	$165.00	each	As requested	
3. Vehicle Travel Charge	$46.75	trip	As requested	
Subtotal				
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$148.40
Subtotal				**$148.40**
		GRAND TOTAL		**$1,632.40**

Fees for Consulting & Coordination Services	**Unit Fees**
Principal Engineer	$ 190.00 to 320.00/hr
Managing Engineer	123.00 to 210.00/hr
Staff Engineer	97.00 to 170.00/hr
Laboratory Manager	77.00 to 150.00/hr
Construction Services Manager	77.00 to 150.00/hr
Outside Professional Services & Reimbursable	Cost +15%
Additional Insured	225.00/ea
Report Preparation and Administration	49.00 to 84.00/hr

EXHIBIT C

-Engineer Contract Rates

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) _____ 1.00 /hour(s)

   Vehicle Trip Charge _____ $ 46.75/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.

8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Construction
Material Testing Engineer Services

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, acting by and through the **Hidalgo County Urban County Program**, hereinafter called the "**Owner**," and, _____. professional engineers of _____, _____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide **Construction material testing engineer services**.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$**_____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No._____ shall be funded through funding source:
Account No. _____
PURCHASE ORDER NUMBER: _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. _____.**

HIDALGO COUNTY
URBAN COUNTY PROGRAM

BY: _____
DIANA R. SERNA, UCP DIRECTOR

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____day of _____, 201_____.

THE ENGINEER:

_____
By: Isidoro Arjona, P.E. PMP

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL
"CONSTRUCTION MATERIAL TESTING SERVICES"

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", a **Raba Kistner Consultants, Inc.**, Professional Engineers of **McAllen,** Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ **20** _____ concerning Engineering for **Construction Material Testing Services** hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

_____

By: Isidoro Arjona, P.E. PMP

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Catto & Catto LLP
One Alamo Center
106 S. St. Mary's Street, Ste. 800
San Antonio TX 78205

CONTACT NAME: Nancy Pruski
PHONE (A/C, No, Ext): 210-222-2161 x 262 **FAX (A/C, No):** 210-222-1618
E-MAIL ADDRESS: npruski@catto.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity of America	25666
INSURER B : Travelers Casualty Ins Co of	19046
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Raba Kistner Inc.
P.O. Box 690287
San Antonio TX 78269-0287

COVERAGES **CERTIFICATE NUMBER:** 722549632 **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			630-6H263592-TAI-16	10/1/2016	10/1/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X Contract. Liab.						MED EXP (Any one person)	$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
							Deductible	$0
A	AUTOMOBILE LIABILITY			P-810-6H263592-TAI-16	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			UB-6H31004A-16-43-G	10/1/2016	10/1/2017	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Auto Physical Damage			P-810-6H263592-TIA-16	10/1/2016	10/1/2017	Comp. Deductible Collision Deductible	$1,000 $1,000

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

Named Insureds: Raba Kistner, Inc dba Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc, Raba Kistner Facilities, Inc., Raba Kistner Infrastructure and Raba Ingenieros S. de R.L. de C.V.
Project: Construction Materials Observation and Testing Services for City of San Juan Year 2016 Street Improvements-Pullen Ave., Hooper Ave., Coconut Palm Dr. ,and Salazar St.
Project No.: PMD17-059-00

CERTIFICATE HOLDER

Hidalgo Urban County Program
427 E. Duranta Avenue
Suite 107
Alamo TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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:
2017-230237

Date Filed:
06/28/2017

Date Acknowledged:
06/29/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Raba Kistner, Inc.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Granjeno Street Improvements
Construction Materials Engineering and Testing

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Raba, Gary W.	San Antonio, TX United States	X	
Raba, William L.	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
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:
2017-230237

Date Filed:
06/28/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Raba Kistner, Inc.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Granjeno Street Improvements
Construction Materials Engineering and Testing

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Raba, Gary W.	San Antonio, TX United States	X	
Raba, William L.	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Gary W Raba

Signature of authorized agent of contracting business entity

NOTARY PUBLIC STATE OF TEXAS
BARBARA SUE CAMARCO
My Commission Expires
January 21, 2019

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gary W. Raba, this the 28th day of June, 20 17, to certify which, witness my hand and seal of office.

Barbara Sue Camarco — Barbara Sue Camarco — Business Manager

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

WORK AUTHORIZATION NO. 1

HIDALGO COUNTY
Professional Construction
Material Testing Engineer Services

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, acting by and through the **Hidalgo County Urban County Program**, hereinafter called the "**Owner**," and, **Raba-Kistner Consultants, Inc.** professional engineers of **McAllen ,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide **Construction material testing engineer services for Granjeno 2016 Street Improvements.**

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$11,753.78**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "A".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section **4** of the Agreement.

PART 4. FUNDING
WORK AUTHORIZATION NO. **1** shall be funded through funding source:
ACCOUNT NO. **5016-35-0311-5000-3500-UCP-GVG**
PURCHASE ORDER NUMBER: _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scope of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. 1 .**

HIDALGO COUNTY
URBAN COUNTY PROGRAM

BY: _____
DIANA R. SERNA, UCP DIRECTOR

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on July 11, 2017 as indicated below and effective as of **11th day of July, 2017** .

THE ENGINEER:

_____
By: Isidoro Arjona, P.E. PMP, Vice President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____

Exhibit A: Cost Proposal : (Best & Final Offer Letter & Cost Breakdown)

RABA KISTNER
CONSULTANTS

Proposal No.: PMD17-064-00
June 23, 2017

Raba Kistner Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956.682.5332
F 956.682.5487
TBPE Firm F-3257
TBPLS Firm 10193784

Exhibit "A"

Ms. Guadalupe Garcia
Hidalgo Urban County Program
427 E. Duranta Ave, Suite 107
Alamo, Hidalgo County, Texas 78516

RE: Construction Materials Observation and Testing Services
City of Granjeno Street Improvements
El Camino Real and Anzaldua Drive
Granjeno, Hidalgo County, Texas

Dear Mr. Garcia:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to submit this proposal for Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is:

M 494 (Military Road) Sidewalk Improvements	**$3,924.80.**
El Camino Real Drive	**$6,196.58.**
Anzaldua Drive	**$1,632.40.**
Grand Total	**$11,753.78.**

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plan provided to us via electronic-mail transmittal by Mr. Carlos Trevino, Graduate Engineer, with Hinojosa Engineering, Inc., the project's consulting engineering firm on Thursday, May 25, 2017, and are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

This amount should not be considered a maximum but is **RKCI's** estimate of the probable costs associated with implementing the work outlined on Page 4, 5 and 6 of this document. The means/methods, sequencing, and scheduling of the Contractor and its Subcontractors, can significantly impact our estimate of the probable cost

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.

Jorge L. Perez
Supervisor, CME

JLP/EA/WP

Attachments: Basic Charges

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

Copies submitted: Above (1)

CONSTRUCTION MATERIALS TESTING UNIT RATES
FM 494 (MILITARY ROAD) SIDEWALK IMPROVEMENTS

SERVICE	UNIT RATE		QUANTITY	TOTAL
Concrete:				
1. Concrete Compressive Strength Tests	$15.50	each	40	$620.00
2. Technician Time - Concrete Testing	$49.25	hour	24	$1,182.00
3. Air Content of Concrete	$28.75	each	8	$230.00
4. Technician Time - Pick-Up of Specimen(s)	$49.25	hour	16	$788.00
5. Vehicle Travel Charge	$46.75	trip	16	$748.00
Subtotal				**$3,568.00**
Professional Services:				
1. Project Coordination	$110.00	hour	As requested	
2. Geotechnical / Materials Engineer	$165.00	each	As requested	
3. Vehicle Travel Charge	$46.75	trip	As requested	
Subtotal				
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$356.80
Subtotal				**$356.80**
			GRAND TOTAL	**$3,924.80**

CONSTRUCTION MATERIALS TESTING UNIT RATES
EL CAMINO REAL DRIVE

SERVICE	UNIT RATE		QUANTITY	TOTAL
Earthwork:				
1. Moisture-Density Relationship (Proctor)	$230.00	each	3	$690.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$84.00	each	3	$252.00
3. Sieve Analysis -200	$56.75	each	0	$0.00
4. Sieve Analysis - Flexible Base Material	$56.75	each	1	$56.75
5. Technician Time Sampling	$49.25	hour	6	$295.50
6. Field Density Test	$21.00	each	4	$84.00
7. Technician Time - Density Testing	$49.25	hour	10	$492.50
8. Vehicle Travel Charge	$46.75	trip	7	$327.25
Subtotal				**$2,198.00**
Asphalt:				
1. Asphaltic Concrete Laydown Observation	$59.00	hour	15	$885.00
2. Field Densities Test	$16.50	each	15	$247.50
3. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphalt Concrete	$283.75	each	3	$851.25
4. Maximum Theoretical Max. Specific Gravity of Asphalt	$104.00	each	3	$312.00
5. Asphaltic Concrete Coring:				
a.) Two Men	$101.25	hour	4	$405.00
b.) Coring Rig	$113.00	day	1	$113.00
c.) Generator	$95.50	day	1	$95.50
d.) Bit Wear - Quartz Aggregate (River Gravel)	$6.00	in.-in.	36	$216.00
6. Core Density	$20.50	each	6	$123.00
7. Vehicle Travel Charge	$46.75	trip	4	$187.00
Subtotal				**$3,435.25**
Professional Services:				
1. Project Coordination	$110.00	hour	As requested	
2. Geotechnical / Materials Engineer	$165.00	each	As requested	
3. Vehicle Travel Charge	$46.75	trip	As requested	
Subtotal				
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$563.33
Subtotal				**$563.33**
			GRAND TOTAL	**$6,196.58**

CONSTRUCTION MATERIALS TESTING UNIT RATES
ANZALDUA DRIVE

SERVICE	UNIT RATE		QUANTITY	TOTAL
Asphalt:				
1. Asphaltic Concrete Laydown Observation	$59.00	hour	5	$295.00
2. Field Densities Test	$16.50	each	5	$82.50
3. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphalt Concrete	$283.75	each	1	$283.75
4. Maximum Theoretical Max. Specific Gravity of Asphalt	$104.00	each	1	$104.00
5. Asphaltic Concrete Coring:				
a.) Two Men	$101.25	hour	3	$303.75
b.) Coring Rig	$113.00	day	1	$113.00
c.) Generator	$95.50	day	1	$95.50
d.) Bit Wear - Quartz Aggregate (River Gravel)	$6.00	in.-in.	12	$72.00
6. Core Density	$20.50	each	2	$41.00
7. Vehicle Travel Charge	$46.75	trip	2	$93.50
Subtotal				**$1,484.00**
Professional Services:				
1. Project Coordination	$110.00	hour	As requested	
2. Geotechnical / Materials Engineer	$165.00	each	As requested	
3. Vehicle Travel Charge	$46.75	trip	As requested	
Subtotal				
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$148.40
Subtotal				**$148.40**
		GRAND TOTAL		**$1,632.40**

Fees for Consulting & Coordination Services	**Unit Fees**
Principal Engineer	$ 190.00 to 320.00/hr
Managing Engineer	123.00 to 210.00/hr
Staff Engineer	97.00 to 170.00/hr
Laboratory Manager	77.00 to 150.00/hr
Construction Services Manager	77.00 to 150.00/hr
Outside Professional Services & Reimbursable	Cost +15%
Additional Insured	225.00/ea
Report Preparation and Administration	49.00 to 84.00/hr

AI-60489 **Health & Human Services Dept.** **15. A.**

CC - REGULAR

Meeting Date: 07/11/2017

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

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of the Memorandum of Understanding between Texas A&M Engineering Extension Service and Hidalgo County Health & Human Services Department. The purpose is for training and support of Continuing Education Units for Public Health Preparedness and Response for the period of 09/01/17 to 08/31/19.

BACKGROUND

Texas A&M will work with Hidalgo County Health & Human Services to provide and support training/seminars/conference development and delivery.
12/15/15 - AI-52342 - Approval of previous MOU with Texas A&M TEEX.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

MOU
Legal Review

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/27/2017 02:01 PM
Budget & Management	Veronica Ortiz	06/27/2017 02:01 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Mike Escaname Started On: 06/27/2017 01:47 PM

Final Approval Date: 07/07/2017

Conference/Seminar Delivery
MEMORANDUM OF UNDERSTANDING
(MOU)

This Memorandum of Understanding (MOU) is entered into by and between the Texas A&M Engineering Extension Service (TEEX) and *FY18 & FY19 Hidalgo County Health & Human Services Training Support* for the following effort:

Course #:	Conference/Seminar Name:	Course Dates:	
XTN048	FY18 & FY19 Hidalgo County Health & Human Services Training Support	FY18 9/1/17-8/31/18	FY19 9/1/18-8/31/19

I. STATEMENT OF WORK: Both parties agree to work cooperatively to facilitate the above Conference/Seminar Delivery.

II. RESPONSIBILITIES:

A. **Conference/Seminar Planning**

1. TEEX will work cooperatively with officials of the Conference/Seminar Delivery to approve and schedule a minimum of 60 days prior to the Conference/Seminar deliveries.
2. A request and MOU must be completed each time the Agency would like to instruct a Conference/Seminar Delivery.
3. Upon request approval, a TEEX course approval number will be issued to the hosting agency.
4. TEEX will not support any Conference/Seminar Delivery that choose not to request and plan within the specified time or does not abide by the agreements within this MOU.
5. TEEX Liaison will maintain the right to refuse or suspend current and/or future Conference/Seminar Deliveries.

B. Conference/Seminar Delivery Advertising

1. Agencies may advertise.

C. Conference/Seminar Delivery Operations

1. TEEX may choose to assign a TEEX staff member to serve as additional liaison for the Conference/Seminar Deliveries. TEEX will evaluate each Conference/Seminar Delivery course on a case by case basis.
2. Agency granted approval to conduct a Conference/Seminar Delivery may charge a fee for the Conference/Seminar. Agencies must work to ensure that all parties understand that TEEX has no affiliation with any/all fees charged. Fee structure must be discussed with the TEEX Liaison.
3. TEEX will print and issue certificates to all students and instructors who successfully attend the conference/seminar. Certificates may be printed onsite or mailed to the Agency host official that requested the Conference/Seminar Delivery. The Agency Official will be responsible to insure students receive their certificates.
4. TEEX at its discretion may alter, suspend or terminate any operation that is determined to be detrimental or in direct violation of any TEEX or TAMUS guideline, procedure, process or for any act not considered within generally accepted practices and principles of the Fire/Rescue Service.
5. TEEX will require all local safety regulations to be adhered to.
6. TEEX may inspect the location of all Conference/Seminar Deliveries and document any deficiency's that must be repaired or replaced prior to the course start date.
7. TEEX will monitor course deliveries as appropriate.
8. All participants are required to fill out TEEX registration forms or provide TEEX a list of participants with the required participant information. Agency Officials will be responsible to insure forms are filled out correctly and legible.
9. TEEX requires students sign in each morning and afternoon session on the TEEX sign in sheet or provide TEEX with a list of students that attended each session.

III. TERMS OF AGREEMENT: This MOU shall begin as of the date of the last signature, and terminate 10 days from the Conference/Seminar Delivery end date, unless terminated by either party. Both parties reserve the right to terminate this MOU for reasonable cause or if it is determined the objective of the project cannot be accomplished. A party wishing to terminate this MOU must notify the other party in writing fifteen (15) days in advance. No monetary payment is due under this Agreement.

If this Agreement is not signed by all parties and returned to both parties within 60 days of date of the first signature below, then this Agreement will be null and void and of no further effect.

IV. **GOVERNING LAW:** The terms and conditions of this MOU and performance hereunder shall be construed in accordance with the laws of the State of Texas.

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS Memorandum Of Understanding.

For the Customer:		Texas A&M Engineering Extension Service:	
By:	_____	By:	Mike Wisby
Name:	_____	Name:	Robert Moore or designee
Title:	_____	Title:	Division Director or Associate Division Director
Date:	_____	Date:	6/14/2017

Reviewed by
ESTI Business Office

To: Nancy Trevino; Eduardo Olivarez; Josephine Ramirez
Subject: MOU review

Ms. Trevino,

our office has reviewed the Texas A&M Engineering TEEX MOU, and at this time approve as to form.

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-60503 **Health & Human Services Dept.** **15. C. 1.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Discussion and approval to increase the County Indigent Health Care Program (CIHCP) minimum income standards from 21% Federal Poverty Guideline (FPG) to 30% FPG, effective fiscal year 09/01/2017.

BACKGROUND

Sec. 61.023. GENERAL ELIGIBILITY PROVISIONS.

(d) Not later than the beginning of a state fiscal year, the county shall adopt the eligibility standards it will use during that fiscal year and shall make a reasonable effort to notify the public of the standards. The county may change the eligibility standards to make them more or less restrictive than the preceding standards, but the standards may not be more restrictive than the standards established by the department under Section 61.006.

Fiscal Impact

Attachments

TABLE

NOTICE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/30/2017 02:11 PM
Ivan Cantu	Ivan Cantu	07/05/2017 09:32 AM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Dairen Sarmiento Started On: 06/28/2017 10:55 AM

Final Approval Date: 07/07/2017

CIHCP MONTHLY INCOME STANDARDS EFFECTIVE APRIL 2017			
BASED ON 2017 FEDERAL POVERTY GUIDELINE (FPG)			
# of individuals in the CIHCP Household	21% FPG Minimum Income Standard	**30%** FPG Minimum Income Standard	100% FPL Minimum Income Standard
1	$ 212	$ 302	$ 1,006
2	$ 285	$ 406	$ 1,354
3	$ 358	$ 511	$ 1,702
4	$ 431	$ 615	$ 2,050
5	$ 504	$ 720	$ 2,400
6	$ 577	$ 824	$ 2,748
7	$ 650	$ 929	$ 3,096
8	$ 724	$ 1,033	$ 3,444
9	$ 797	$ 1,138	$ 3,792
10	$ 870	$ 1,242	$ 4,140
11	$ 943	$ 1,347	$ 4,490
12	$ 1,016	$ 1,451	$ 4,838

Hidalgo County Health and Human Services Department
1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 318-2011 • Fax: (956) 318-2019
318-2018 (Billing)

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

PUBLIC NOTICE

Fiscal Year September 1, 2017 – August 31, 2018

The **County Indigent Health Care Program** assists residents of Hidalgo County in need of Health Care Assistance. Eligibility for the program is determined by reviewing income, resources, household composition and county residence. Applicants with countable income in excess of **30%** of the Federal Poverty guideline do not qualify nor do those with countable resources in excess of **$2,000/$3,000** depending on household composition. Applicants or Authorized Representatives are required to complete an application and participate in an interview.

Assistance is provided for the following **Basic Health Care Services**: Hospital Services, Physician Services, (3) Prescription Drugs per month, Family Planning, Skilled Nursing Facility Services, Rural Health Clinic Services, Lab/X-Ray services, Immunizations, Annual Physical Exams, and Medical Screening Services.

Assistance is provided for the following **Optional Health Care Services**: Diabetic Supplies & Equipment only, services provided by physician assistants, nurse practitioners, certified nurse midwives, clinical nurse specialists, and certified registered nurse anesthetists.

For additional information about the program, please call (956) 318-2011 or visit our offices at:

Edinburg Health Clinic	3105 E Richardson Road	(956) 318-2087
Pharr Health Clinic	300 W Hall Acres	(956) 784-3580
Mission Health Clinic	211 S Schuerbach	(956) 581-8596
Weslaco Health Clinic	1901 N Bridge	(956) 969-4700

AI-60500 **Fire Marshal's Office** **16. A.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Renan Ramirez, IT DEPARTMENT

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

FIRE MARSHAL'S

Authorization and approval to purchase new wireless service through the County's membership/participation with CONTRACT: DIR-TSO-3415 with VERIZON WIRELESS for the following:

Description:	Employee Name:	Employee ID:	Service Plan:
New Data Service	Sulema Cavazos	187305	4G Mobile Broadband Unl. @ $37.99 per month

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-422-10-300-001-0-532

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

BUDGETARY IMPACT:

Funding available as of 06/29/2017 through req# 344934.

Attachments

Backup documents

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/29/2017 11:04 AM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Griselda Salazar		Started On: 06/28/2017 08:45 AM
Final Approval Date: 07/07/2017		

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☑ Office Use *or* ☐ Individual	☑ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Sulema Cavazos Employee ID#: 187305 Signature: Sulema Cavazos

Department: Fire Marshals Office Dept#: 300

Quantity: 1

Service: $37.99 /mo (x) 6 months = $227.94 Account: 7-1100-422-10-300-001-0-532

Service: $_____ /mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: $227.94 Requisition Number: 344934

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
	Eric Sanchez	06.23.17

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

Signature	Print Name	Date
	Valde Guerra	6/29/17

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband Ltd. @37.99

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/slg/article/0,,id=167164,00.html, EXAMPLE 2.

Revised: 03/09/2011

verizon

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

Date: June 23, 2017

Customer Name: Hidalgo County

Sales Representative: Carlos Zavala

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

STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3416
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

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

QUOTE ID	17623091701
DATE	6/23/2017
TERM	6 Months
PAGE	1 of 2

RATE PLAN AND FEATURES

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

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

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access		Included TEXT / PIX / FLIX	Included Data		Data Overage	Monthly Cost	Term Cost
4G MOBILE BROADBAND UNLIMITED $37.99 –	1	$37.99		N	Flex		$0.00	$37.99	$227.94
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
	1							$37.99	$227.94

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 [6 Months]	$227.94

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST:	$0.00

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [6 Months]:	$37.99	$227.94
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$0.00
INVESTMENT TOTAL		$227.94

2017 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 17623091701

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

Requisition

Req # 00344934

PO #

Date: 06/20/17

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: FIRE MARSHAL
1903 NORTH KNIGHTS DRIVE
PHARR TX 78577

Contact: SULEMA CAVAZOS
956-318-2656

Contract No: DIR-TSO-3415

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
6.00	MONTH	STATE OF TEXAS CONTRACT NO: DIR-TSO-3415 EXP 4/27/20	37.99	227.94
		FOR: OFFICE USE		
		4G MOBILE BROADBAND UNLIMITED $37.99 PER MONTH 6 MONTH TERM = $227.94 DATA OVERAGE $0.00 EQUIPMENT AND ACCESSORIES $0.00 (ALREADY OWN EQUIPMENT)		
		Account No	Encumbrance	
		7-1100-422-10-300-001-0-532	227.94	
			Freight	.00
			Total	227.94

Authorized By: _____

AI-60520 **Community Service Agency** **17. A.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Rosalinda Gonzalez, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

Discussion, consideration, and possible action to submit a renewal application to Texas Health and Human Services Commission for the Senior Corps projects, with authorization for Jaime Longoria to electronically submit application in eGrants. Application ID 17SR196802.

BACKGROUND

Fiscal Impact

Attachments

RSVP Senior Corp Application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/29/2017 04:00 PM
Ivan Cantu	Ivan Cantu	07/05/2017 10:06 AM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Rosalinda Gonzalez Started On: 06/29/2017 01:37 PM

Final Approval Date: 07/07/2017

June 23, 2017 4:13 PM

The Rio Grande Valley RSVP State Funds

County of Hidalgo Community Service Agency

Application ID: 17SR196802

		Budget Dates:			
		Total Amt	**CNCS Share**	**Grantee Share**	**Excess Amount**
Section I. Volunteer Support Expenses					
A. Project Personnel Expenses		34,997	17,497	17,500	0
B. Personnel Fringe Benefits					
FICA		0	0	0	0
Health Insurance		0	0	0	0
Retirement		0	0	0	0
Life Insurance		0	0	0	0
	Total	$0	$0	$0	$0
C. Project Staff Travel					
Local Travel		1,200	1,200	0	0
Long Distance Travel		1,000	1,000	0	0
	Total	$2,200	$2,200	$0	$0
D. Equipment					
E. Supplies		3,839	3,839	0	0
F. Contractual and Consultant Services		1,300	1,300	0	0
I. Other Volunteer Support Costs					
Criminal Background Check		0	0	0	0
	Total	$0	$0	$0	$0
J. Indirect Costs					
Section I. Subtotal		**$42,336**	**$24,836**	**$17,500**	**$0**
Section II. Volunteer Expenses					
A. Other Volunteer Costs		3,000	3,000	0	0
Meals		1,200	1,200	0	0
Uniforms		0	0	0	0
Insurance		0	0	0	0
Recognition		6,000	6,000	0	0
Volunteer Travel		0	0	0	0
	Total	$10,200	$10,200	$0	$0
Section II. Subtotal		**$10,200**	**$10,200**	**$0**	**$0**
Budget Totals		**$52,536**	**$35,036**	**$17,500**	**$0**
Funding Percentages			**66.7%**	**33.3%**	
Required Match			**n/a**		
# of years Receiving CNCS Funds			**n/a**		

DRAFT

PART I - FACE SHEET

APPLICATION FOR FEDERAL ASSISTANCE

Modified Standard Form 424 (Rev.02/07 to confirm to the Corporation's eGrants System)

1. TYPE OF SUBMISSION:
Application [X] Non-Construction

2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):	3. DATE RECEIVED BY STATE:	STATE APPLICATION IDENTIFIER:
2b. APPLICATION ID: 17SR196802	4. DATE RECEIVED BY FEDERAL AGENCY:	FEDERAL IDENTIFIER:

5. APPLICATION INFORMATION

LEGAL NAME: County of Hidalgo Community Service Agency

DUNS NUMBER: 161811138

ADDRESS (give street address, city, state, zip code and county):
PO Box 204
Edinburg TX 78540 - 0204
County:

NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes):
NAME: Sylvia Sepulveda
TELEPHONE NUMBER: (956) 316-2005
FAX NUMBER: (956) 380-4324
INTERNET E-MAIL ADDRESS: sylvia.sepulveda@co.hidalgo.tx.us

6. EMPLOYER IDENTIFICATION NUMBER (EIN):
742234352

7. TYPE OF APPLICANT:
7a. Local Government - County
7b. Local Government, Municipal

8. TYPE OF APPLICATION (Check appropriate box).
[X] NEW [ ] NEW/PREVIOUS GRANTEE
[ ] CONTINUATION [ ] AMENDMENT
If Amendment, enter appropriate letter(s) in box(es): [ ] [ ]
A. AUGMENTATION B. BUDGET REVISION
C. NO COST EXTENSION D. OTHER *(specify below):*

9. NAME OF FEDERAL AGENCY:
Corporation for National and Community Service

10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.002
10b. TITLE: Retired and Senior Volunteer Program

11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
The Rio Grande Valley RSVP State Funds

11.b. CNCS PROGRAM INITIATIVE (IF ANY):

12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc):
Texas: Hidalgo, Cameron and Willacy Counties

13. PROPOSED PROJECT: START DATE: 09/01/17 END DATE: 08/31/18

14. CONGRESSIONAL DISTRICT OF: a.Applicant TX 15 b.Program TX 15

15. ESTIMATED FUNDING: Year #: 1

a. FEDERAL	$ 35,036.00
b. APPLICANT	$ 17,500.00
c. STATE	$ 0.00
d. LOCAL	$ 0.00
e. OTHER	$ 17,500.00
f. PROGRAM INCOME	$ 0.00
g. TOTAL	$ 52,536.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
[ ] YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
DATE:
[X] NO. PROGRAM IS NOT COVERED BY E.O. 12372

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
[ ] YES if "Yes," attach an explanation. [X] NO

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. TYPED NAME OF AUTHORIZED REPRESENTATIVE:	b. TITLE:	c. TELEPHONE NUMBER:
Dora Rangel		(956) 383-6240 45

d. SIGNATURE OF AUTHORIZED REPRESENTATIVE:	e. DATE SIGNED:
	06/20/17

DRAFT

Narratives

Executive Summary

NA

Strengthening Communities

NA

Recruitment and Development

NA

Program Management

NA

Organizational Capability

NA

Other

NA

PNS Amendment (if applicable)

NA

DRAFT

Performance Measures

Primary Focus Area: Healthy Futures

% of Unduplicated Volunteers in Work Plans that result in Outcomes: 100%

% of Unduplicated in the Primary Focus Area: 100%

Performance Measure: 1.1 Food Delivery

Community Need to be Addressed:

None required for this grant

Focus Area: Healthy Futures Objective: Aging in Place Number of Volunteer Stations: 4

Anticipated Unduplicated Volunteers: 97

Anticipated Volunteer Contributions: 97

Service Activity: Food Delivery

Service Activity Description: none required for this grant

Anticipated Output: (PRIORITY) H8: Number of individuals receiving independent living services

Target: 1 How Measured: Client Tracking Database

Instrument Description none require for this grant

Anticipated Outcome: (PRIORITY) H9: Number of individuals with increased social support.

Target: 1 How Measured: Survey

Instrument Description none required for this grant

DRAFT

Required Documents

Document Name	Status
Aggregate Dollar Amounts of funding	Sent
Board of Directors	Sent
Community Advisory Group Names and Addresses	Sent
Federal Financial Report User Form	Sent
Financial Management Survey	Sent
Financial Statement Audit or SF-990	Not Applicable
IRS Certification of Non-Profit Status	Already on File at CNCS
Negotiated Indirect Cost Agreement	Not Applicable
Organizational Chart	Sent
Project Director's Job Description	Sent
Recipient Contact Form	Sent
Roster of Volunteer Stations	Sent
Statement of Audit Status	Sent

AI-60622 **Precinct #2** **19. 0.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Sgt Trevino Rd Prj (1200):
1. Approval of certification of revenue as certified by the County Auditor for revenue received from the City of San Juan for Interlocal Agreement approved by Commissioners Court on 2/6/17 AI#58394 .
2. Approval of 2017 appropriation of funds into Pct 2 Sgt Trevino Rd Project in the amount of $222,426.13.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-122-133-0-841

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

BUDGETARY IMPACT:

Funding available in revenue acct# 7-1200-337-00-122-019-0-000 as of 07/07/17.
Certification of revenue will be attached as soon as received from Auditors Office.

Attachments

Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/07/2017 02:06 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Erika Zamora		Started On: 07/06/2017 04:03 PM
Final Approval Date: 07/07/2017		

DATE: July 11, 2017

2017
Appropriation

DEPARTMENT HEAD: Commissioner Eduardo " Eddie" Cantu

DEPARTMENT NAME: Hidalgo County Precinct 2 Sgt Trevino Rd Prj

ACCOUNT NUMBER: 7-1200-431-00-122-133-0-841

Contact Person: Erika Zamora **Ph#** 956-787-1891

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
7-1200-431-00-122-133-0-841	Pct 2 Sgt Trevino Rd Prj	Aid to Govt Agency	222,426.13
7-1200-337-00-122-019-0-000	*R&B Pct 2-San Juan-Sgt Trevino Rd*		*222,426.13*
		TOTAL BUDGET INCREASE (DECREASE)	$ 222,426.13

REASON: Appropriation of revenue from City of San Juan for Sgt Trevino Rd Prj. Ck was deposited into acct# 7-1200-337-00-122-019-0-000.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

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

July 10, 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 City of San Juan, Texas for the road improvement project to two portions of Sgt. Trevino Road in the amount of $222,426.13. 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

7/11/17
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

EDUARDO "EDDIE" CANTU
HIDALGO COUNTY COMMISSIONER
PRECINCT 2

MEMORANDUM

To: Ray Eufracio, CPA County Auditor

From: Hidalgo County Precinct # 2
Eduardo "Eddie" Cantu, County Commissioner

Date: July 7, 2017

Subject: Request for Certification of Revenue

Please accept this memo as my request to certify the following revenue:

Account No: 7-1200-337-00-122-019-0-000
Amount: $222,426.13

Agenda item #60622 is currently scheduled for Commissioners' Court approval on July 11, 2017 and will require the certification of this revenue.

Attached please find a copy of the official Hidalgo County Receipt from the County Treasurer's Office that reflects what account the funds were deposited into as well as a copy of the inter-local agreement, and invoice submitted to the City for these funds.

If you have any questions regarding this matter do not hesitate to contact me at (956) 787-1891.

PRECINCT 2 MAIN OFFICE
300 W. HALL ACRES STE. G - PHARR, TX 78577 - (O) 956.787.1891 - (EMAIL) EDUARDO.CANTU@CO.HIDALGO.TX.US

AI-60622 **Precinct #2 19. 0.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Sgt Trevino Rd Prj (1200):
1. Approval of certification of revenue as certified by the County Auditor for revenue received from the City of San Juan for Interlocal Agreement approved by Commissioners Court on 2/6/17 AI#58394 .
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BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-122-133-0-841

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

BUDGETARY IMPACT:

Funding available in revenue acct# 7-1200-337-00-122-019-0-000 as of 07/07/17.
Certification of revenue will be attached as soon as received from Auditors Office.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/07/2017 02:06 PM
Final Approval	Monica Badillo	07/07/2017 04:24 PM
Form Started By: Erika Zamora		Started On: 07/06/2017 04:03 PM
Final Approval Date: 07/07/2017		

DATE: July 11, 2017

DEPARTMENT HEAD: Commissioner Eduardo " Eddie" Cantu

DEPARTMENT NAME: Hidalgo County Precinct 2 Sgt Trevino Rd Prj

ACCOUNT NUMBER: 7-1200-431-00-122-133-0-841

Contact Person: Erika Zamora **Ph#:** 956-787-1891

2017
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
7-1200-431-00-122-133-0-841	Pct 2 Sgt Trevino Rd Prj	Aid to Govt Agency	222,426.13
7-1200-337-00-122-019-0-000	*R&B Pct 2-San Juan-Sgt Trevino Rd*		*222,426.13*
		TOTAL BUDGET INCREASE (DECREASE)	$ 222,426.13

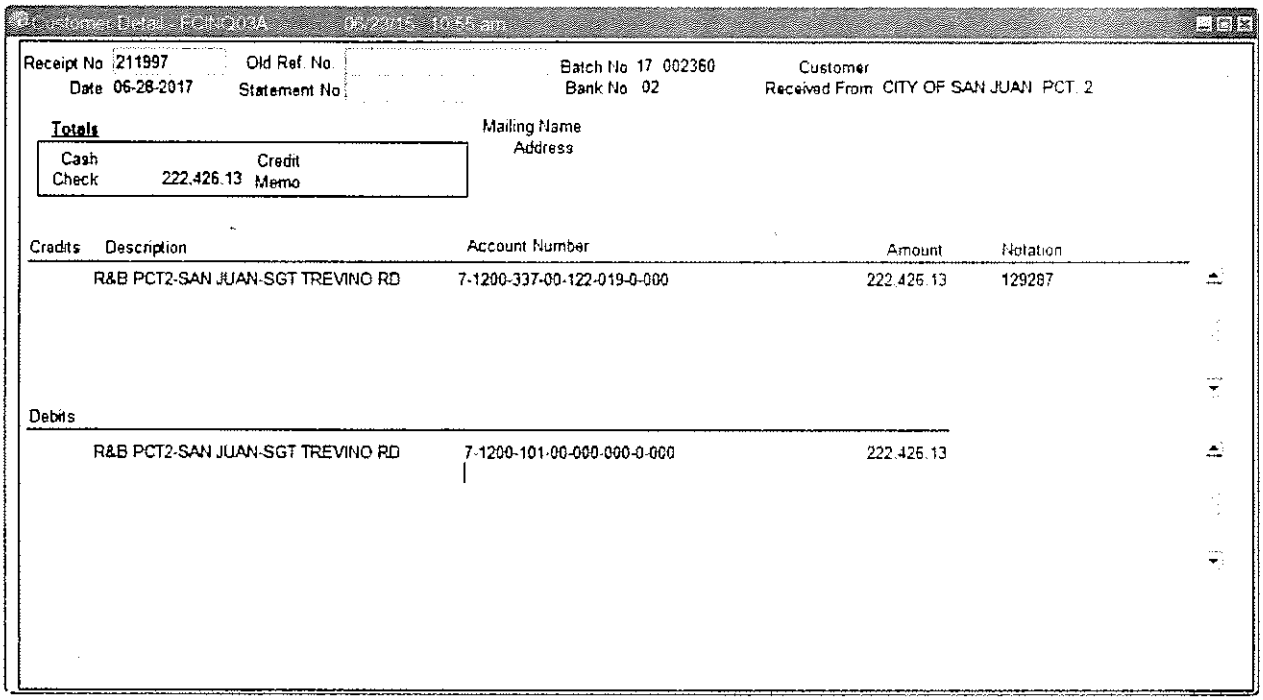
REASON: Appropriation of revenue from City of San Juan for Sgt Trevino Rd Prj. Ck was deposited into acct# 7-1200-337-00-122-019-0-000.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK


Customer Detail - PGINQ03A 06/29/17 10:55 am
Receipt No 211997
Date 06-28-2017
Old Ref. No.
Statement No
Batch No 17 002360
Bank No 02
Customer
Received From CITY OF SAN JUAN PCT. 2
Totals
Cash
Check 222,426.13
Credit
Memo
Mailing Name
Address
Credits
Description
Account Number
Amount
Notation
R&B PCT2-SAN JUAN-SGT TREVINO RD
7-1200-337-00-122-019-0-000
222,426.13
129287
Debits
R&B PCT2-SAN JUAN-SGT TREVINO RD
7-1200-101-00-000-000-0-000
222,426.13

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 211997

Received From: CITY OF SAN JUAN PCT. 2 Date 06/28/17

1	129287	R&B PCT2-SAN JUAN-SGT TREVINO RD	7-1200-337-00-122-019-0-000	222,426.13

Total: 222,426.13

Check Total	222,426.13
Cash Total	.00
Credit Total	.00
Other Total	.00

HIDALGO COUNTY
PRECINCT NO. 2
2017 JUL 5 PM 4 33

3:00 P.M.

FEB 06 2017

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SAN JUAN, TEXAS AND THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the 6th day of February, 2017, by and between the **CITY OF SAN JUAN, TEXAS,** hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, City and County desire to jointly undertake a road improvement project consisting of reclamation and overlay of two portions of Sgt. Trevino Road, the first portion being from Raul Longoria Road 1390 linear feet to irrigation canal approach and the second portion being from Paisano Drive to Cesar Chavez Road approximately 4003 linear feet, both portions being more particularly described on Exhibit A attached hereto (the "Road");

WHEREAS, the Road forms a connecting link and integral part of the County and City road systems and the improvements to the Road are in the best interest of the County and the City;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to cooperate in making the necessary improvements to the Road as described herein.

2. County agrees to provide all labor, machinery and material necessary for reclamation and overlay of the Road.

3. County will, to the extent reasonably possible, follow the County's standard specifications in reclamation and overlay improvements unless otherwise agreed in writing by both parties.

4. Prior to commencement of the reclamation and overlay of the Road by County, the City agrees to provide the sum of Two Hundred Twenty Two Thousand Four Hundred Twenty Six and Thirteen one hundredths Dollars ($222,426.13) within five (5) days of the approval of this Agreement for the cost of the labor, machinery and materials for the reclamation and overlay of the Road. Such funds provided by City being the cost to the County of the labor, machinery and material for the reclamation and overlay of the Road.

5. Any and all other costs deemed necessary for the improvements to the Road shall be borne by the County.

6. County and City will coordinate work schedules in order to provide for minimal disruption to the public and will complete the road improvements no later than 90 days from execution of this agreement.

7. City, pursuant to Tex. Trans. Code § 251.012, authorized County to perform the work described herein.

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

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

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

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

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

If to San Juan:	City of San Juan Attention: Mayor San Juanita Sanchez 709 S. Nebraska San Juan, Texas 78589
If to County:	County of Hidalgo Attention: County Judge Ramon Garcia 100 E. Cano, 2nd Floor Edinburg, Texas 78539
With copy to:	Commissioner, Precinct 2 Eduardo "Eddie" Cantu 300 West Hall Acres, Suite G Pharr, Texas 78577

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

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

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

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

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

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

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

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

20. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

THE CITY OF SAN JUAN

San Juanita Sanchez, Mayor

ATTEST:

Palmira Cepeda, Interim City Secretary

COUNTY OF HIDALGO

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

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

2/6/17

By: _____
Stephen L. Crain

3:00 P.M.

FEB 08 2017

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project whereby City and County desire to jointly undertake a road improvement project for the reclamation and overlay of Sgt. Trevino Road the first portion being from Raul Longoria Road 1390 linear feet to irrigation canal approach and the second portion being from Paisano Drive to Cesar Chavez Road through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and City of San Juan, Texas.

By vote on Feb. 6, 2017 the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:
Arturo Guajardo
Arturo Guajardo, County Clerk

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

APPROVED
COMMISSIONERS COURT
DATE 2/6/17

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
Stephen L. Crain

AI-60498 **Budget and Management** **20. A.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted By: Sandra Jara, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Requesting approval of First Amendment to Interlocal Agreement between Hidalgo County and the City of Mission/Speer Memorial Library relating to the Hidalgo County Library System (HCLS) e-Library.

BACKGROUND

ICA approved by court on 02/06/2017 (AI# 58071)

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-455-00-125-024-0-841

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

BUDGETARY IMPACT:

Funds available as of 06/29/2017.

Attachments

Amendment w legal signature

legal

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/28/2017 04:08 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Sandra Jara		Started On: 06/27/2017 04:22 PM
Final Approval Date: 07/07/2017		

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF MISSION, TEXAS

This **AMENDMENT** to the **INTERLOCAL AGREEMENT** is made effective as of this ____ day of July, 2017, by and between **HIDALGO COUNTY, TEXAS** hereinafter referred to as "County," and the **CITY OF MISSION, TEXAS** hereinafter referred to as 'City" pursuant to provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County entered into an Interlocal Cooperation Agreement dated February 06, 2017 regarding the Hidalgo County Library System (HCLS); and

WHEREAS, the County contracted with the City for library privileges from the City's established library; and

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County; and

WHEREAS, the County therefore has committed to expend funds to assist City with the expenses of establishing, operating and maintaining its free library in the County; and

WHEREAS, the County and City desire to amend the Agreement as herein provided, to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

NOW THEREFORE, for and in good and valuable consideration of the terms and provisions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree to the following amendment to the Agreement.

1. Paragraph 1. is hereby deleted in its entirety and the following paragraph substituted in lieu thereof, including the addition of subparagraph 1.1. as follows:

"1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity,

electronic database services and connections, equipment and furnishings, and computer hardware and software.

1.1 The County will make a one-time payment of $400,000.00 the City of Mission/Speer Memorial Library for fiscal year 2017 for the procurement of a digital library which will be used by all participants in the Hidalgo County Library System."

2 Except as modified herein, all terms and conditions of the Interlocal Agreement, as amended by this Amendment, remain in full force and effect and City and County ratify and confirm the terms and provisions of the Agreement, as amended.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this ____ day of July, 2017.

HIDALGO COUNTY, TEXAS

_____
Ramon Garcia, Hidalgo County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF MISSION, TEXAS

_____
Norberto Salinas, Mayor

ATTEST:

By: _____
Anna Carrillo, City Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____
Josephine R. Solis

CITY:
By: _____

_____, City Attorney

Zimbra **sandra.jara@co.hidalgo.tx.us**

Re: Amendment to Interlocal with City of Mission/Speer Memorial

From : Victor Garza <victor.garza@da.co.hidalgo.tx.us> Wed, Jun 28, 2017 11:53 AM

Subject : Re: Amendment to Interlocal with City of Mission/Speer Memorial 1 attachment

To : Sandra Jara <sandra.jara@co.hidalgo.tx.us>

Cc : Sergio Cruz <sergio.cruz@co.hidalgo.tx.us>, Monica Badillo <monica.badillo@co.hidalgo.tx.us>, Damaris SanMiguel <damaris.sanmiguel@co.hidalgo.tx.us>, Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Ms. Jara,

please see attached revised draft amendment. Subject to the recommended revisions, our office approves as the the form of the Amendment.

Please let me know if you need any further assistance.

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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THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF MISSION, TEXAS

This Agreement is made effective as of this ____ day of February, 2017, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF MISSION, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2017; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

latter shall prevail, but in such event the affected provision(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

If to County: County of Hidalgo
Attention: Ramon Garcia, Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to City: City of Mission, Texas
Attn: City Manager
1201 E 8th Street
Mission, Texas 78572

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

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

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

13. Assignment. This Agreement shall not be assignable.

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

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

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

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

18. Commitment of Current Revenues Only. In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this ____ day of February, 2017.

HIDALGO COUNTY, TEXAS

_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF MISSION, TEXAS

_____
Norberto Salinas, Mayor

ATTEST:

By: _____
Anna Carrillo, City Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____
Josephine R. Solis

CITY:
By: _____

_____, City Attorney

AI-60547 **Budget and Management** **20. B. 1.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Various SOA Accounts (1303):
A.Approval of certification of revenues as certified by the County Auditor for revenues received from the Hidalgo County Drainage District No. 1 for 2nd Annual payment relating to the reimbursements of professional service expenses related to the J-09 Drain Project.
B. Approval of appropriation of funds in the amount of $385,562.84 to fund various Pct 1 and Pct 3 accounts including the interfund transfer to Debt Service Fund 1444 and Fund 1446.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-XXXX-XXX-XX-XXX-XXX-X-XXX

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

BUDGETARY IMPACT:

Revenue funds available pending certification of revenues by the Auditor's Office. Monies receipted under
acct#7-1303-392-00-000-001-0-000 (Receipt#208701)

Remaining amount to be funded through the unassigned fund balance for Fund 1303.

Attachments

2017 Appropriation - FUND 1303 PCT 3 & PCT 1
COR

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	06/30/2017 03:21 PM
Budget & Management	Veronica Ortiz	06/30/2017 03:27 PM
Linda Flores	Linda Flores	06/30/2017 04:46 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Merlen P. Munoz		Started On: 06/30/2017 02:53 PM
Final Approval Date: 07/07/2017		

DATE: June 30, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Various accounts**

ACCOUNT NUMBER: 7-XXXX-XXX-XX-XXX-XXX-X-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

2017

Appropriation/Interfund

AI-60547 REVISED

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
7-1303-431-00-123-122-1-	751	SOA1341-PCT 3	MACHINERY & EQUIPMENT	250,000.00
7-1303-431-00-121-195-0-	752	SOA1302-PCT 1	VEHICLES	98,200.00
7-1303-431-00-121-195-1-	752	SOA1332-PCT 1	VEHICLES	1,800.00
7-1303-431-00-121-041-4-	751	SOA-PCT 1	MACHINERY & EQUIPMENT	18,133.08
7-1303-431-00-121-041-1-	751	SOA1331-PCT 1	MACHINERY & EQUIPMENT	3,763.57
7-1303-431-00-121-041-2-	751	SOA1332-PCT 1	MACHINERY & EQUIPMENT	10,366.19
7-1303-431-00-121-041-3-	751	SOA1334-PCT 1	MACHINERY & EQUIPMENT	3,300.00
7-1303-392-00-000-001-0-	*000*	*SOA1341-SALE OF CAPITAL ASSETS*		*250,000.00*
			TOTAL BUDGET INCREASE (DECREASE) - 1303	**385,562.84**

REASON:

Appropriation of funds for Pct 3 & Pct 1 anticipated purchases. Monies from the unassigned fund balance under Fund 1303 in the amount of $135,562.84.

Revenues of $250,000.00 relating to reimbursement of professional service expenditures for the J-09 Drainage Project from DD#1. Monies from the 2nd Annual payment.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

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

July 10, 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 drainage project in the amount of $250,000.00 (2nd annual installment for Interlocal Cooperation Agreement authorizing the sale, assignment, and transfer of engineering and appraisal services paid by Hidalgo County for the J-09 drainage project.). 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

7/11/17
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | L. KEMO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

HIDALGO COUNTY texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Friday, June 30, 2017

Subject: Certification of Revenues DD#1 Reimbursement for J-09 Drain

Cc: Linda Fong, 1st Assistant County Auditor
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor

Please let this memo serve as a request for Certification of Revenue in reference to the ICA with Drainage District #1 for reimbursement of expenditures incurred under CO, Series 2009B&C (2nd Annual Payment).

Monies were receipted under account number 7-1303-392-00-000-001-0-000 SOA1341-Sale of Capital Assets in the amount of $250,000.00 (Receipt#208701)

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

AI-60547 **Budget and Management 20. B. 1.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Various SOA Accounts (1303):
A.Approval of certification of revenues as certified by the County Auditor for revenues received from the Hidalgo County Drainage District No. 1 for 2nd Annual payment relating to the reimbursements of professional service expenses related to the J-09 Drain Project.
B. Approval of appropriation of funds in the amount of $385,562.84 to fund various Pct 1 and Pct 3 accounts including the interfund transfer to Debt Service Fund 1444 and Fund 1446.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-XXXX-XXX-XX-XXX-XXX-X-XXX

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

BUDGETARY IMPACT:

Revenue funds available pending certification of revenues by the Auditor's Office. Monies receipted under acct#7-1303-392-00-000-001-0-000 (Receipt#208701)

Remaining amount to be funded through the unassigned fund balance for Fund 1303.

Attachments

Appropriation/interfund

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	06/30/2017 03:21 PM
Budget & Management	Veronica Ortiz	06/30/2017 03:27 PM
Linda Flores	Linda Flores	06/30/2017 04:46 PM
Final Approval	Monica Badillo	07/07/2017 04:24 PM

Form Started By: Merlen P. Munoz Started On: 06/30/2017 02:53 PM

Final Approval Date: 07/07/2017

DATE: June 30, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2017

Appropriation/Interfund
AI-60547

DEPARTMENT NAME: Department of Budget & Management for Various accounts

ACCOUNT NUMBER: 7-XXXX-XXX-XX-XXX-XXX-X-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
7-1303-431-00-123-122-1-	751	SOA1341-PCT 3	MACHINERY & EQUIPMENT	250,000.00
7-1303-431-00-121-195-0-	752	SOA1302-PCT 1	VEHICLES	98,200.00
7-1303-431-00-121-195-1-	752	SOA1332-PCT 1	VEHICLES	1,800.00
7-1303-431-00-121-041-4-	751	SOA-PCT 1	MACHINERY & EQUIPMENT	18,133.08
7-1303-431-00-121-041-1-	751	SOA1331-PCT 1	MACHINERY & EQUIPMENT	3,763.57
7-1303-431-00-121-041-2-	751	SOA1332-PCT 1	MACHINERY & EQUIPMENT	10,366.19
7-1303-431-00-121-041-3-	751	SOA1334-PCT 1	MACHINERY & EQUIPMENT	3,300.00
7-1303-491-01-000-444-0-	**891**	**TRANSFER OUT**	**REF BONDS 2014B**	**310.20**
7-1444-391-01-000-303-0-	**000**	**TRANSFER IN**	**SALE OF CAPITAL ASSETS**	**310.20**
7-1303-491-01-000-446-0-	**891**	**TRANSFER OUT**	**REF BONDS 2014C**	**8.68**
7-1446-391-01-000-303-0-	**000**	**TRANSFER IN**	**SALE OF CAPITAL ASSETS**	**8.68**
7-1303-392-00-000-001-0-	*000*	*SOA1341-SALE OF CAPITAL ASSETS*		*250,000.00*
			TOTAL BUDGET INCREASE (DECREASE) - 1303	**385,562.84**
			TOTAL BUDGET INCREASE (DECREASE) - 1444	**310.20**
			TOTAL BUDGET INCREASE (DECREASE) - 1446	**8.68**

REASON:

Appropriation of funds for Pct 3 & Pct 1 anticipated purchases as well as interfund misc. funds to Debt Service. Monies from the unassigned fund balance under Fund 1303 in the amount of $135,881.72.

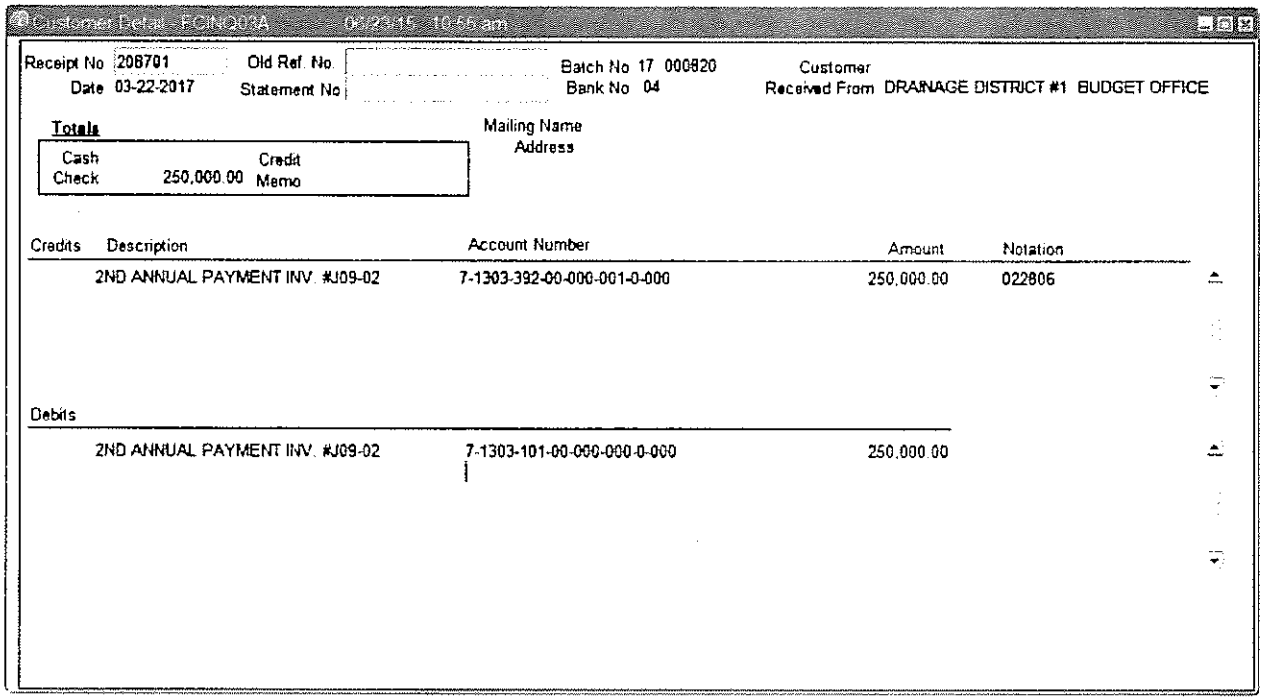
Revenues of $250,000.00 relating to reimbursement of professional service expenditures for the J-09 Drainage Project from DD#1. Monies from the 2nd Annual payment.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK


Customer Detail - FGIL003A 03/23/17 10:55 am
Receipt No 208701
Old Ref. No.
Batch No 17 000820
Customer
Date 03-22-2017
Statement No
Bank No 04
Received From DRAINAGE DISTRICT #1 BUDGET OFFICE
Totals
Cash
Check 250,000.00
Credit
Memo
Mailing Name
Address
Credits
Description
Account Number
Amount
Notation
2ND ANNUAL PAYMENT INV. #J09-02
7-1303-392-00-000-001-0-000
250,000.00
022806
Debits
2ND ANNUAL PAYMENT INV. #J09-02
7-1303-101-00-000-000-0-000
250,000.00

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 208701

Received From: DRAINAGE DISTRICT #1 BUDGET OFFICE Date 03/22/17

1	022806	2ND ANNUAL PAYMENT INV. #J09-02	7-1303-392-00-000-001-0-000	250,000.00
			Total:	250,000.00

Check Total	250,000.00
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

GENERAL FUND

LONE STAR NATIONAL BANK
MEMBER FDIC
88-1168/1149

No. 022806

Check Date	Check No.	Amount
03/21/17	000019853	$250,000.00

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 General Fund

PAY

****Two Hundred Fifty Thousand and 00/100 Dollars

TO THE ORDER OF
HIDALGO COUNTY
2818 S. BUS. HWY 281
EDINBURG, TX 78539
USA

Pay the above stated amount to the order of the payee named.

Norma G. Garcia
COUNTY TREASURER

Lou Brown
FINANCIAL OFFICER

⑈000019853⑈ ⑆114911687⑆ ⑈7101584⑈

Payee HIDALGO COUNTY

000019853
03/21/2017

Account #: 1100-132-50-000-000-0-000

Invoice	Description	Amount
J09-02	CUSTOMER NO. 1303-392-00-000-001-0-000	$250,000.00

Acct # 1-1303-392-00-000-001-0-000

HIDALGO COUNTY

INVOICE

Invoice Date	**2/8/2017**
Invoice No.	**J09-02**

Bill To: **Drainage District #1**
Lora Briones
902 North Doolittle Rd.
Edinburg, TX 78542

Remittance
To ensure proper credit , please enclose a copy of this statement with your check and remit to:

Hidalgo County Budget & Mgmt. Division
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025

Account Summary

Balance Due	$ 250,000.00
Amount Enclosed $	

Date	Check/ JE No.	Description	Amount
02/08/17		2nd Annual Installment for ICA relating to J-09 Drainage Project.	250,000.00
		Interlocal Agreement authorizing the sell, assignment, and transfer of engineering and appraisal services provided under contracts between Hidalgo County and TEDSI Infrastructure Group, Inc. and Leonel Garza, Jr. & Associates, LLC for the J-09 drainage project. (AI-55672)	

Amount Due: **$ 250,000.00**

Make Check(s) Payable to: **Hidalgo County**

CREDIT ACCOUNT NUMBER: 1303-392-00-000-001-0-000

Hidalgo County

Department of Budget & Management
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025

Drainage District No. 1
Lora Briones
902 North Doolittle Rd.
Edinburg, TX 78542
(956) 687-4715

Statement For:	Amount Due:
2/8/2017	$ 250,000.00

STATEMENT

Date	Invoice No.	Description	Debits/ Charges	Credits/ Payments	Remaining Balance
09/07/16	J09-01	1st Annual Payment for ICA-J-09 Drain	$ 250,000.00		$ 250,000.00
09/15/16		Payment of Invoice J09-01		250,000.00	$ (250,000.00)
02/08/17	J09-02	2nd Annual Payment for ICA-J-09 Drain	$ 250,000.00		$ 250,000.00
				Total Balance Due:	**$ 250,000.00**

Cut Here

Remittance

Please make checks payable to: Hidalgo County

Hidalgo County Budget & Mgmt. Division
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025

Drainage District No. 1

Amount Due: $ 250,000.00

Amount Paid: _____

CREDIT ACCOUNT NUMBER: 1303-392-00-000-001-0-000

AI-60545 **Budget and Management** **20. B. 2.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of appropriation and interfund transfer from Capital Project - CO Series 2001 (Fund 1331) to Debt Service - RB Series 2014B (Fund 1444) in the amount of $15,001.96.
2. Approval of appropriation and interfund transfer from Captial Project - CO Series 2009 (Fund 1339) to Debt Service - RB Series 2015B (Fund 1448) in the amount of $493.10.
3. Approval of appropriation, interdepartmental, and interfund transfer from Capital Project - Tax Note Series 2007 (Fund 1302) to Debt Service - RB Series 2009A (Fund 1440) in the total amount $1,047.98.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-XXXX-XXX-XX-XXX-XXX-X-XXX

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

BUDGETARY IMPACT:

Monies from the unassigned fund balances under Fund 1331/1339.
Funds for Fund 1302 available as of 6/30/17

Fund 1331 was refunded with Series 2005. Series 2005 was later refunded with Series 2014B.
Fund 1339 was refunded with Series 2015B.
Fund 1302 was refunded with Series 2009A.

Attachments

Appropriation/interfund

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/30/2017 02:01 PM
Merlen P. Munoz (Originator)	Merlen P. Munoz	06/30/2017 02:41 PM
Budget & Management	Veronica Ortiz	06/30/2017 03:09 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Merlen P. Munoz		Started On: 06/30/2017 01:51 PM
Final Approval Date: 07/07/2017		

DATE: June 30, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Various Debt Service accounts**

ACCOUNT NUMBER: 7-XXXX-XXX-XX-XXX-XXX-X-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

2017

Appropriation/Interfund

AI-60545

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
7-1331-491-01-000-444-0-	**891**	**TRANSFER OUT**	**REF BONDS 2014B**	**15,001.96**
7-1444-391-01-000-331-0-	**000**	**TRANSFER IN**	**CERT OF OBLIG 2001**	**15,001.96**
7-1339-491-01-000-448-0-	**891**	**TRANSFER OUT**	**REF BONDS 2015B**	**493.10**
7-1448-391-01-000-339-0-	**000**	**TRANSFER IN**	**CERT OF OBLIG 2009**	**493.10**
7-1302-412-00-200-009-0-	761	CIJS	SOFTWARE	(6.00)
7-1302-461-00-380-001-0-	752	TX AGRILIFE EXT	VEHICLES	(0.53)
7-1302-491-01-000-440-0-	**891**	**TRANSFER OUT**	**REF BONDS 2009A**	**1,047.98**
7-1440-391-01-000-302-0-	**000**	**TRANSFER IN**	**TAX NOTES 2007**	**1,047.98**

TOTAL BUDGET INCREASE (DECREASE) - 1331	**(15,001.96)**
TOTAL BUDGET INCREASE (DECREASE) - 1339	**(493.10)**
TOTAL BUDGET INCREASE (DECREASE) - 1302	**(1,047.98)**
TOTAL BUDGET INCREASE (DECREASE) - 1444	**15,001.96**
TOTAL BUDGET INCREASE (DECREASE) - 1448	**493.10**
TOTAL BUDGET INCREASE (DECREASE) - 1440	**1,047.98**

REASON: Appropriation of funds to interfund to Debt Service.

Monies from the unassigned fund balances under Fund 1302/1331/1339.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-60556 **Budget and Management** **20. B. 3.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

CO2010AB-Pct 1 (1342):
Approval of 2017 appropriation of funds into CO2010AB-Pct 1 in the amount of $10,801.08 to fund anticipated expenditures.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1342-431-00-121-041-0-751

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

BUDGETARY IMPACT:

Funds available under undesignated fund balance for Fund 1342.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/03/2017 08:55 AM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Merlen P. Munoz		Started On: 06/30/2017 04:51 PM
Final Approval Date: 07/07/2017		

DATE: June 30, 2017

2017
Appropriation
AI-60556

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **CO2010AB-PCT 1**

ACCOUNT NUMBER: 7-1342-431-00-121-041-0-751

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
7-1342-431-00-121-041-0- 751	CO2010AB-PCT 1	MACHINERY & EQUIPMENT	10,801.08
		TOTAL BUDGET INCREASE (DECREASE)	**10,801.08**

REASON: Appropriation of funds for Pct 1 anticipated purchases.

Monies from the unassigned fund balance under Fund 1342.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-60553 **Budget and Management** **20. B. 4.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Tax Note 2014 - Sheriff (1304):
Approval of 2017 appropriation of funds into Tax Note 2014-Sheriff in the amount of $15,647.03.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1304-421-00-280-092-0-752

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

BUDGETARY IMPACT:

Funds available under the undesignated fund balance for Fund 1304, as of 07/03/2017.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/30/2017 04:48 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Merlen P. Munoz		Started On: 06/30/2017 04:43 PM
Final Approval Date: 07/07/2017		

DATE: June 30, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2017
Appropriation
AI-60553

DEPARTMENT NAME: Department of Budget & Management for **TAX NOTE 2014-SHERIFF**

ACCOUNT NUMBER: 7-1304-421-00-280-092-0-752

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
7-1304-421-00-280-092-0- 752	TAX NOTE 2014-SHERIFF	VEHICLES	15,647.03
		TOTAL BUDGET INCREASE (DECREASE)	**15,647.03**

REASON: Appropriation of funds for Sheriff's Office anticipated purchases.

Monies from the unassigned fund balance under Fund 1304.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-60355 **Purchasing Department** **21. A. 1.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of the responsible vendor submitting the lowest and bid sealed quote/bid Milano Hat Company including the approval of contract for Request for Sealed Quotes titled: "Purchase of Straw & Felt Hats" through project No.: 2017-029-03-17-SGS but in no event to exceed the $50K procurement limit.

BACKGROUND

1. Recommending low bidder - Milano Hats 2. Contract will commence upon approval of Commissioner's Court. 3. Contract document was reviewed and approved by Legal Counsel as to form;
2. Supporting documentation contained and attached herein;
3. Sealed quote also meets all specifications and/or requriements.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-280-001-0-605

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

BUDGETARY IMPACT:

S.O. $39,277.78 AS OF 7/05/17

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-292-001-0-605

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

BUDGETARY IMPACT:

Constable Pct 2 - $11,535.25 as of 6/22/17

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-294-001-0-605

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

BUDGETARY IMPACT:

Constable Pct 4 - $2,001.25 as of 7/05/17

Attachments

Recommendations
Participation
FORM 1295
Tabulation
Expenditures 2017-2015
Contract
Legal Approval

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/06/2017 11:29 AM
Budget & Management	Veronica Ortiz	07/06/2017 11:31 AM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Sandy Suarez		Started On: 06/20/2017 01:18 PM
Final Approval Date: 07/07/2017		

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: Hidalgo County Sheriff's Office

ATTN: Juan Tapia, Procurement Specialist

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: March 20, 2017

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2017-029-03-17-SGS- Hidalgo County (all funding sources)-**"PURCHASE OF STRAW & FELT HATS"**

We have received **two (2) responses** for the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the low bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Monday, March 27, 2017 @11:00 A.M. in order sooner to place this item on the agenda for Commissioners Court Meeting.**

Indicate the name of the Vendor(s) and Basis (i.e. lowest bidder, sole bidder etc), in the box below. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

RECOMMENDED VENDOR(S)-	BASIS (i.e. lowest bidder, sole bidder etc)	COMMENTS/CONCERNS:
Milano Hats		AWARD to Lowest Bid.

Budget Acct No.: 7-1100-421-00-280-001-0-605

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Raul Cantu	HCSO	3/20/17

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

M E M O R A N D U M

TO: All Department Heads
Hidalgo County Constable's Office

FROM: Sandy Suarez[SS,] Buyer II
Hidalgo County Purchasing Dept.

DATE: March 20, 2016

RE: BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST
RFSQ No. 2017-029-03-15-SGS- Hidalgo County (all funding sources)-"PURCHASE OF STRAW & FELT HATS"

We have received **two (2) responses** for the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the low bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Monday, March 27, 2017@11:00 A.M., or sooner to place this item on the agenda for the next Commissioners Court Meeting.**

Indicate the name of the Vendor(s) and Basis (i.e. lowest bidder, sole bidder etc), in the box below. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

RECOMMENDED VENDOR(S) -	BASIS (low bidder, sole bidder etc)	COMMENTS/CONCERNS:
Kalifas	Only bidder with our hats.	Kalifas is the only bidder who carries the hats we use in both Straw and Felt. We are also able to go to the store and get them shaped as needed as they are local vendors.

Budget Acct No.: _____

Martin N. Cantu	Martin N. Cantu	Constable Pct 2	March 20, 2017
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

MEMORANDUM

TO: All Department Heads
Hidalgo County Constable's Office

FROM: Sandy Suarez[SS], Buyer II
Hidalgo County Purchasing Dept.

DATE: March 20, 2016

RE: BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST
RFSQ No. 2017-029-03-15-SGS- Hidalgo County (all funding sources)-"PURCHASE OF STRAW & FELT HATS"

We have received **two (2) responses** for the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the low bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Monday, March 27, 2017@11:00 A.M., or sooner to place this item on the agenda for the next Commissioners Court Meeting.**

Indicate the name of the Vendor(s) and Basis (i.e. lowest bidder, sole bidder etc), in the box below. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

RECOMMENDED VENDOR(S) -	BASIS (low bidder, sole bidder etc)	COMMENTS/CONCERNS:
Please see attached!		

Budget Acct No.: 7-1100-421-00-294-001-0-605

Horaldo Sanchez Horaldo Sanchez Constable 4 3/28/17

AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE

Enclosures

RECOMMENDED VENDOR

Milano Hats Co.

BASIS

Lowest Bidder

COMMENTS/CONCERNS

This vendor placed a No Bid on the style (Stetson Hudson) of hat our department utilizes but we have selected this vendor since they are the lowest bidder.

The second bidding party (Kalfia's Western Wear) does carry the style we utilize but we would like to refrain from doing any further business with them due to the unprofessional service that was provided to us last year.

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFSQ

BID OPENING DATE: MARCH 17, 2017 BID OPENING TIME: 11:00 A.M.

DEPARTMENT/ RFSQ DESCRIPTION: "PURCHASE OF STRAW & FELT HATS"

RFSQ NO: 2017-029-03-17-SGS **BUYER II: SANDY SUAREZ**

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. KALIFA'S WESTERN WEAR, INC. **Attn: Abdala Kalifa**	BLM	Sandy Suarez	02/24/17	209 S. 16th th Street McAllen, Texas 78501 956-687-5392 956-630-0813 kalifa7@aol.com
2. BOOTS & JEANS, INC. **Attn: Martin Masso** **(Mail out only)**	BLM	Sandy Suarez	02/24/17	2005 W. Expressway 83 Weslaco, Texas 78596 956-968-8150 F 956-969-3486 martymasso@hotmail.com
3. Milano Hat Company Contact: Frank Kinney C/c Kimberly Leverton	BLM	Sandy Suarez	02/24/17	1565 HWY 66 Garland, TX 75040 Phone:214-342-0071 Cell: 209-351-0243 Frank.kinney@dorfman-pacific.com Kimberly.leverton@milanohats.com
4. CAVENDER'S WESTERN OUTFITTER **Attn: Brian Ward**	BLM	Sandy Suarez	02/24/17	3300 Expressway 83 Ste 900 McAllen, Texas 78501 956-687-2668 cbc051@cavenders.com
5. BOOT JACK **Attn: Mindy Clem**	BLM	Sandy Suarez	02/24/17	6601 N. 10th Street McAllen, Texas 78504 956-630-5144 Mindyc@bootjack.com
6. LIONEL'S WESTERN WEAR **Attn: Sandy Pena**	BLM	Sandy Suarez	02/24/17	332 So Texas Weslaco, TX. 78596 956-968-2552 sandypena@aol.com
7. Boot Barn/ Mary Demond	TR	Sandy Suarez	02/24/17	507 W. Exp 83 McAllen, TX. 78503 Store355@bootbarn.com 956-467-1995

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
E-MAIL REQUEST (EMR)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-232419

Date Filed:
07/05/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Milano Hat Co., inc.
Garland, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2017-029
Purchase of straw and felt hats

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

JEAN P. POWER
Notary Public, State of Texas
My Comm. Expires 04-23-2019

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 Frank Kinney, this the 5th day of July, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath

JEAN Powder
Printed name of officer administering oath

Administrative Asst
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:
2017-232419

Date Filed:
07/05/2017

Date Acknowledged:
07/05/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Milano Hat Co., inc.
Garland, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2017-029
Purchase of straw and felt hats

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

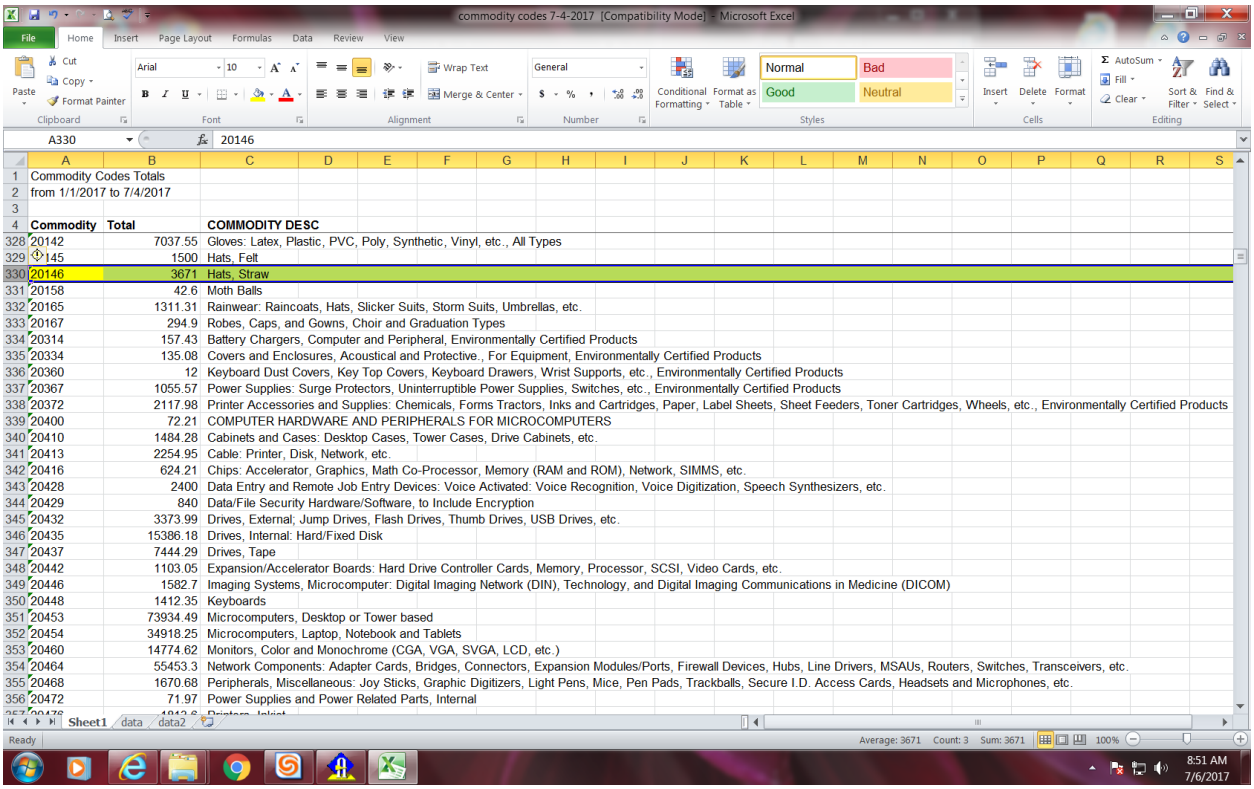
_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

HIDALGO COUNTY
(all funding sources)
"PURCHASE OF STRAW & FELT HATS"
RFSQ NO.: 2017-029-03-17-SGS

TABULATION SHEET

Internal use only: NIGP Commodity Code: 201-46 (Hats, straw& felt))

DESCRIPTION	VENDORS	
STRAW HAT	KALIFA'S WESTERN WEAR	**MILANO HATS CO.**
Justin Travis	$ 63.50	**$ 42.50** **Ivory-Tan**
Stetson Hudson	$ 73.50	**No Bid**
Straw Hat (**Equal to or better**-indicate Brand Name)	-------	**$ 42.50**
		***Justin Travis-Tan **JS4056-HDGO-X- in place of Stetson**
FELT HAT		
Stetson Lariat	$ 150.00	**No Bid**
Other-Felt Hat (**Equal to or better**-indicate Brand Name)	---------	**$ 79.00**
		***7x Justin Bullet
Specify any Comments and/or Deviations – * Milano Hats**		
*** **Justin Travis** Tan -is the same that we manufactured & sold Hidalgo Co. in 2016. The Justin Travis is available in tan, which could replace the Stetson Hudson	***The **7X Justin Bullet** is a 7X Premium Felt Hat made in the USA in our Garland, TX Factory. The 7X Bullet is available in Black, Granite, Choc, Buck, Pecan. It's available from sizes 6 ⅝-7¾. 4½" crown & brim width from 3½-4½". The 7X Bullet features a self-band & buckle set & we include the Hidalgo Co. Sheriff pin as well.	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Commodity Codes Totals
from 1/1/2017 to 7/4/2017
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Total
COMMODITY DESC
20142 7037.55 Gloves: Latex, Plastic, PVC, Poly, Synthetic, Vinyl, etc., All Types
145 1500 Hats, Felt
20146 3671 Hats, Straw
20158 42.6 Moth Balls
20165 1311.31 Rainwear: Raincoats, Hats, Slicker Suits, Storm Suits, Umbrellas, etc.
20167 294.9 Robes, Caps, and Gowns, Choir and Graduation Types
20314 157.43 Battery Chargers, Computer and Peripheral, Environmentally Certified Products
20334 135.08 Covers and Enclosures, Acoustical and Protective., For Equipment, Environmentally Certified Products
20360 12 Keyboard Dust Covers, Key Top Covers, Keyboard Drawers, Wrist Supports, etc., Environmentally Certified Products
20367 1055.57 Power Supplies: Surge Protectors, Uninterruptible Power Supplies, Switches, etc., Environmentally Certified Products
20372 2117.98 Printer Accessories and Supplies: Chemicals, Forms Tractors, Inks and Cartridges, Paper, Label Sheets, Sheet Feeders, Toner Cartridges, Wheels, etc., Environmentally Certified Products
20400 72.21 COMPUTER HARDWARE AND PERIPHERALS FOR MICROCOMPUTERS
20410 1484.28 Cabinets and Cases: Desktop Cases, Tower Cases, Drive Cabinets, etc.
20413 2254.95 Cable: Printer, Disk, Network, etc.
20416 624.21 Chips: Accelerator, Graphics, Math Co-Processor, Memory (RAM and ROM), Network, SIMMS, etc.
20428 2400 Data Entry and Remote Job Entry Devices: Voice Activated: Voice Recognition, Voice Digitization, Speech Synthesizers, etc.
20429 840 Data/File Security Hardware/Software, to Include Encryption
20432 3373.99 Drives, External; Jump Drives, Flash Drives, Thumb Drives, USB Drives, etc.
20435 15386.18 Drives, Internal: Hard/Fixed Disk
20437 7444.29 Drives, Tape
20442 1103.05 Expansion/Accelerator Boards: Hard Drive Controller Cards, Memory, Processor, SCSI, Video Cards, etc.
20446 1582.7 Imaging Systems, Microcomputer: Digital Imaging Network (DIN), Technology, and Digital Imaging Communications in Medicine (DICOM)
20448 1412.35 Keyboards
20453 73934.49 Microcomputers, Desktop or Tower based
20454 34918.25 Microcomputers, Laptop, Notebook and Tablets
20460 14774.62 Monitors, Color and Monochrome (CGA, VGA, SVGA, LCD, etc.)
20464 55453.3 Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules/Ports, Firewall Devices, Hubs, Line Drivers, MSAUs, Routers, Switches, Transceivers, etc.
20468 1670.68 Peripherals, Miscellaneous: Joy Sticks, Graphic Digitizers, Light Pens, Mice, Pen Pads, Trackballs, Secure I.D. Access Cards, Headsets and Microphones, etc.
20472 71.97 Power Supplies and Power Related Parts, Internal
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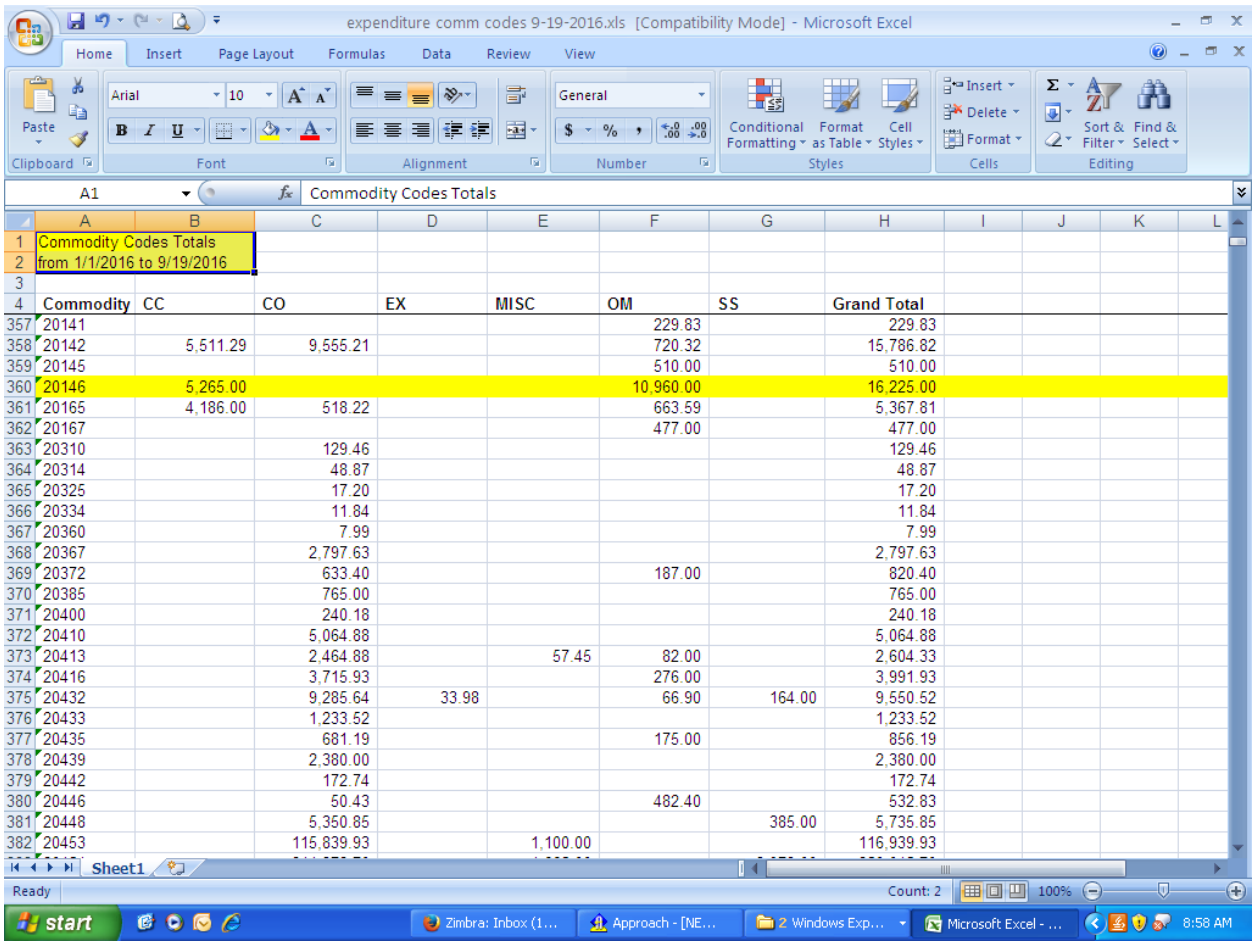
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Cell Styles
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Delete
Format
Cells
Sort & Filter
Find & Select
Editing
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Commodity Codes Totals
from 1/1/2016 to 9/19/2016
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20142 5,511.29 9,555.21 720.32 15,786.82
20145 510.00 510.00
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20165 4,186.00 518.22 663.59 5,367.81
20167 477.00 477.00
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20314 48.87 48.87
20325 17.20 17.20
20334 11.84 11.84
20360 7.99 7.99
20367 2,797.63 2,797.63
20372 633.40 187.00 820.40
20385 765.00 765.00
20400 240.18 240.18
20410 5,064.88 5,064.88
20413 2,464.88 57.45 82.00 2,604.33
20416 3,715.93 276.00 3,991.93
20432 9,285.64 33.98 66.90 164.00 9,550.52
20433 1,233.52 1,233.52
20435 681.19 175.00 856.19
20439 2,380.00 2,380.00
20442 172.74 172.74
20446 50.43 482.40 532.83
20448 5,350.85 385.00 5,735.85
20453 115,839.93 1,100.00 116,939.93
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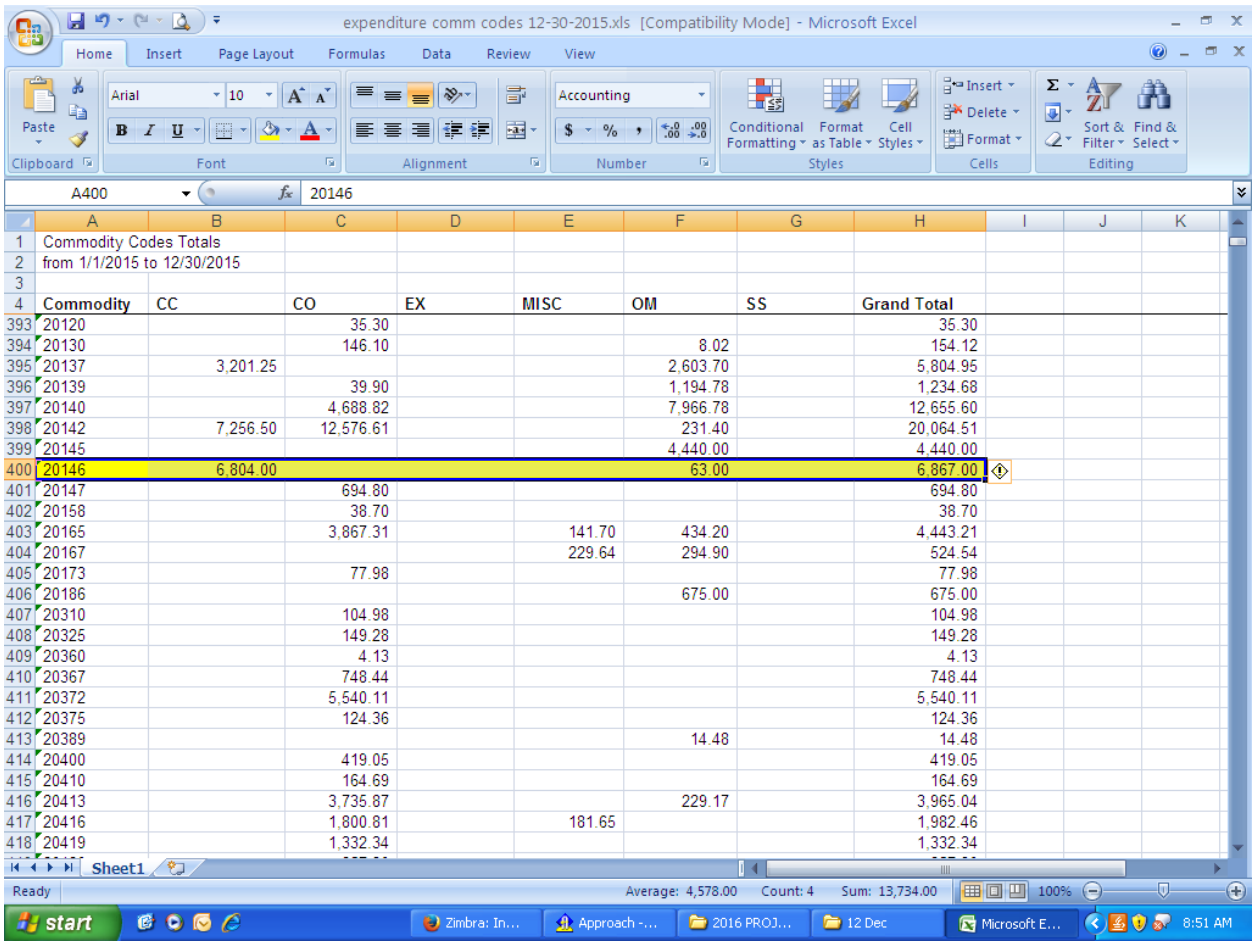
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20137 | 3,201.25 | | | | 2,603.70 | | 5,804.95
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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

REQUIREMENTS AGREEMENT
C-17-029-07-11

THIS AGREEMENT (the "Agreement") is entered into effective as of the **11TH** day of **JULY, 2017** by and between **MILANO HAT CO., INC.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"PURCHASE** of **STRAW & FELT HATS" (on an as needed basis)**, (the "Product") as further described in Exhibit "A", Request for Sealed Quotes (RFSQ) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFSQ") for a period of **one (1) year**;

WHEREAS, Seller has submitted a quote to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year** term. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **JULY 11, 2017** and expire on **JULY 10, 2018** and it is agreed that the Products will meet the Specifications in the Request for Sealed Quotes (RFSQ) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Seller to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

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

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

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

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

If to Buyer: Hidalgo County
Attn: County Judge
100 East Cano, 2nd Floor (Admn. Bldg.)
Edinburg, Texas 78539

If to Seller: **MILANO HAT CO., INC.**
Attn: Frank Kinney
1565 Highway 66
Garland, Texas 75040

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

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

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

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

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

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

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

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

p. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: _____, 2017

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: MILANO HAT CO., INC.

By:_____

Printed Name: _____

Title: _____

EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

February 24, 2017

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY (all funding sources, programs & entities)**
Request for Seals Quotes -**"PURCHASE OF STRAW & FELT HATS"**
RFSQ Bid No: 2017-029-03-17 - SGS

Dear Gentleman/Ladies:

Enclosed, please find the Request for Sealed Quotes (RFSQ) packet. Modifications and new requirements have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Sealed Quotes process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4860.

Sincerely,

Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

Enclosures

HIDALGO COUNTY PURCHASING
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 381-2626/ Fax: (956) 292-7612

REQUEST FOR SEALED QUOTES (RFSQ)
HIDALGO COUNTY
(all funding sources, programs & entities)
"PURCHASE OF STRAW & FELT HATS"
RFSQ NO: 2017-029-03-17-SGS

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2.	Table of Contents	1
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4.	Exhibit A, Specifications	5
5.	Exhibit B, Quote Page	2
6.	Exhibit C, Insurance Requirements	4
7.	Exhibit D, (CIQ) Conflict of Interest Questionnaire	2
8.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
9.	Exhibit F, Certification Regarding Debarment	1
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11.	Draft Agreement	9

The above mentioned items shall be found in this Request for Sealed Quotes-(RFSQ) - packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact The Purchasing Dept by calling (956) 318-2626, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Sandy Suarez, Buyer II

Februay 24, 2017
Date

RFSQ:2017-029-03-17-SGS	Name: Sandy Suarez, Buyer II	Tel. No: (956) 318-2626 ext 4860

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY
(all funding sources, programs & entities)
"PURCHASE OF STRAW & FELT HATS"
RFSQ NO.: 2017-029-03-17-SGS

DUE DATE:
MARCH 17, 2017

Contact Person:
Sandy. Suarez, Buyer II
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

Form HCPD-03

1. Sealed quotes will be received for **HIDALGO COUNTY–"PURCHASE OF STRAW & FELT HATS"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFSQ.

2. All RFSQs are required with the Participants name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFSQ No: 2017-029-03-17-SGS- HIDALGO COUNTY -"PURCHASE OF STRAW & FELT HATS"** and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **On or before MARCH 17, 2017, by 11:00 A.M.. EMAILS, FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED ANY RFSQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFSQ No: 2017-029-03-17-SGS**. Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your quote:

   1. **Legal Notice (See page 9);**
   2. **Quote Page (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 RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; and C.) award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so.

4. The Participant shall not substitute items named in the RFSQ without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible Participant, or to reject all RFSQs and re-advertise.

5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQ including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQs.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.

9. Any interpretations, amendments, corrections or changes to this RFSQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for RFSQs. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a RFSQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditors Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Sandy Suarez, Buyer II
(956) 318-2616 Ext.4860

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful Participant
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY– "PURCHASE OF STRAW & FELT HATS"** 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 Sheriff's Office
711 El Cibolo Rd.
Edinburg, TX 78541
(956) 383-8114

17. **Schedule of Events**

Sealed Quote Opening, 00:00 AM	**March 17, 2017**
Award of Contract	**, 2017**
Commence Work or Deliver Products	**, 2017**

18. ~~RFSQ or Performance Bond; Payment under Contract:(if applicable for public works projects):~~

- ~~If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all Participants shall furnish a good and sufficient RFSQ bond in the amount of five percent of the total contract price. A RFSQ bond must be executed with a surety company authorized to do business in Texas.~~ All 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 RFSQ, and prior to commencement of the actual work, the Participant shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~
- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of~~

~~Twenty-Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all
bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in

accordance with Tex. Loc. Govt. Code Chapter 171.

NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

21. Disclosure of Conflict of Interest

. Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor

.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL

22. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFSQ packet. In accordance with these requirements, business must submit a completed Certificate of interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFSQ No.: 2017-029, as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to sandy.suarez@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. If during the life of any contract or RFSQ awarded, the successful Participant's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

24. RFSQs, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25.. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFSQ, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

26. Successful Participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful Participant's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

27. Any contract award to a successful Participant will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

28. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

29. Successful Participant shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or

fault of the successful Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFSQ award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful Participant shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful Participant=s indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful Participant.

30. Successful Participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for RFSQs shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

32. The successful Participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Request For Sealed Quotes
for
HIDALGO COUNTY
(All funding sources, programs & entities)
"PURCHASE OF STRAW & FELT HATS"
RFSQ No: 2017-029-03-17-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Sandy Suarez, Buyer II
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant:	
Address:	
By:	
Printed Name:	
Title:	

Must be submitted with the quote

EXHIBIT "A"

Specifications/Requirements
Hidalgo County
(all funding sources, programs & entities)

"Purchase of Straw & Felt Hats"

RFSQ No.:2017-029-03-17-SGS

PROJECT OVERVIEW:

Hidalgo County is requesting sealed quotes for an annual contract for "*PURCHASE OF STRAW & FELT HATS*" on an as needed basis, but in no event to exceed the $50,000.00 (per year) statutory bid limit including, but not limited to the following:

I. GENERAL REQUIREMENTS

1. The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any RFSQ that does not meet the minimum requirements and/or specifications will be rejected.

2. All Straw & Felt Hats must be **new** and unused.

3. This contract is to be used by **any** Hidalgo County Law Enforcement Officer and selection may be made from any of the styles mentioned below. Categories are only to establish the styles desired by each Department, but are not limited to.

4. Prices must be **firm** for the entire contract period and each consecutive contract period.

5. Hats, if shipped, are to be shipped in multi-pack boxes of sufficient strengh, to withstand transportation by common carrier and to assure safe arrival to the delivery point.

6. **The Hat size shall be indicated on the exterior of each box.**

7. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Straw & Felt Hats" on an "**As Needed Basis**" including, but not limited to, the following:

II. SPECIFICATIONS:

A. SHERIFF'S OFFICE - STRAW HATS (equal or better)

STYLE:	Justin Travis 50K
MATERIAL:	Shantung
COLOR	Ivory
CROWN HEIGHT	4 4/5, 5"
SWEAT BAND:	Drylex Band with **HCSO** - (Printed on band)
QUALITY:	50X
TYPE:	Round and Regular Oval
BRIM:	3½", 3¾", 4", 4 ¼"& 4½"
HAT BAND:	Black -Two Cord
HAT BAND PIN	HCSO - Hidalgo County Sheriff
STOCK SIZES:	6 ¾" - 6 ⅝", 7 ⅞"- 8" (Regular Oval) - size & shape all Hats
MADE:	U.S.A.

EXHIBIT "A"

Specifications/Requirements
Hidalgo County
(all funding sources, programs & entities)
"Purchase of Straw & Felt Hats"
RFSQ No.:2017-029-03-17-SGS

B. CONSTABLE PCT 1- STRAW HATS (equal or better)

STYLE:	Stetson-Hudson
MATERIAL:	Genuine Shantung Panama
COLOR	Silver Belly
CROWN HEIGHT	4 ⅛" Tall
SWEAT BAND:	Leather
QUALITY:	10 X
TYPE:	Regular Oval
BRIM:	4 ¼"
CROWN EYELETS	Open Vent
HAT BAND:	Leather –regular band
STOCK SIZES:	6 ¾" thru 7 ⅞"(Regular, Wide Oval, Long Oval or extra long Oval for all sizes in Hats)
MADE:	U.S.A.

C. CONSTABLE PCT 2 - STRAW HATS (equal or better)

STYLE:	Hudson
MATERIAL:	Genuine Shantung Panama
COLOR	Silver Belly # 61
CROWN HEIGHT	4 ⅛" Tall
SWEAT BAND:	Smooth Leather (Brown Color)
QUALITY:	10 X or better
TYPE:	Round and Regular
BRIM:	4 ¼"
CROWN EYELETS	Three (3) Eyelets on each side (Brown in color)
HAT BAND:	Brown – Two (2) Cords
STOCK SIZES:	6 1/2" thru 7 ⅞" (Regular, Wide Oval, Long Oval or extra long Oval for all sizes in Hats)
MADE:	U.S.A.

D. CONSTABLE PCT 3- STRAW HATS (equal or better)

STYLE:	Stetson - Hudson
MATERIAL:	Genuine Shantung Panama
COLOR	61 Silver Belly
CROWN HEIGHT	4 ⅛"
SWEAT BAND:	Smooth Leather (black or brown)
QUALITY:	10 x or better
TYPE:	Regular, Wide Oval, Long Oval or Extra Long Oval
BRIM:	4" to 4¼"
CROWN EYELET	Open Vent
HAT BAND:	Brown (double cord - cloth)
STOCK SIZES:	6 ½" to 7 ⅞"
MADE:	U.S.A.

EXHIBIT "A"

Specifications/Requirements
Hidalgo County
(all funding sources, programs & entities)
"Purchase of Straw & Felt Hats"
RFSQ No.:2017-029-03-17-SGS

E. CONSTABLE PCT 4- STRAW HATS (equal or better)

STYLE:	Stetson 67 Body
MATERIAL:	Hudson Straw Hat
COLOR	61 Silver Belly
CROWN HEIGHT	4 1/8 "
SWEAT BAND:	Smooth Leather (Brown color)
QUALITY:	10X
TYPE:	Round and Regular Oval
BRIM:	4 1/4"
CROWN EYELET	All around vent
HAT BAND:	Standard Brown or Black Leather (Two-Toned braided)
STOCK SIZES:	6 ¾" thru 7 ¾" (Regular, Wide Oval, Long Oval or extra long Oval for all sizes in Hats)
MADE:	U.S.A.

F. FELTS - HATS (equal or better)

STYLE:	Stetson - Lariat
MATERIAL:	Felt
COLOR	Silver Belly
CROWN HEIGHT	4⅝" or less
SWEAT BAND:	Smooth Leather (black or brown)
QUALITY:	5 x or better
TYPE:	Regular, Wide Oval, Long Oval or Extra Long Oval
BRIM:	4" to 4¼"
HAT BAND:	Matching felt
STOCK SIZES:	6 ½" to 7 ⅞"
MADE:	U.S.A.

EXHIBIT "A"

Specifications/Requirements
Hidalgo County
(all funding sources, programs & entities)

"Purchase of Straw & Felt Hats"

RFSQ No.:2017-029-03-17-SGS

TERMS & CONDITIONS:

1. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

2. All RFSQ prices for items shall take into consideration all shipping and handling costs.

3. Hidalgo County has the authority to utilize State Contracts or any cooperative purchasing programs, whenever it is in the County's best interest to do so.

4. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays.

5. Hidalgo County reserves the right to hold RFSQs for a period of ninety (90) days without taking any action.

6. The Insurance Requirements for this project to be maintained throughout the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".

7. Hidalgo County reserves the right to award to one (1) or to multiple vendors if the County determines it is in its best interest to do so.

8. Award the contract to the responsible participant who summits the lowest and best bid or may reject all bids and issues a new solicitation. If two responsible participants summit the lowest and best, bid will be made to the responsible participant(s) submitting the lowest bid prices for the item(s) as specified.

9. Any contract awarded to a successful bidder will be in effect until;
   A.) The contract expires
   B.) Delivery acceptance of products and/or performance of services ordered, or
   C.) Terminated by County with thirty (30) day's written notice prior to be cancellation

10. Hidalgo County reserves the right to refuse and reject any/all request for sealed quotes and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most valuable to Hidalgo County.

11. **Name Brands**: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

EXHIBIT "A"

Specifications/Requirements
Hidalgo County
(all funding sources, programs & entities)
"Purchase of Straw & Felt Hats"
RFSQ No.:2017-029-03-17-SGS

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to: Ms. Martha Salazar, CPPB, Attn: Sandy Suarez, Buyer II, 2812 South Business Hwy. 281, Hidalgo County Administration Bldg, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA E-MAIL AND/OR VIA FACSIMILE TO: sandy.suarez@co.hidalgo.tx.us or to (956) 292-7612 by no later than: **Wednesday, March 08, 2017 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via email or facsimile by no later than **Friday, March 10, 2017 by 5:00 p.m.**

EXHIBIT "B"

HIDALGO COUNTY
(all funding sources, programs & entities)
"PURCHASE OF STRAW & FELT HATS"
RFSQ NO.: 2017-029-03-17-SGS

***NOTE:** The Quoted Price should include all shipping and handling costs.

Internal use only: NIGP Commodity Code: 201-46 (Hats, straw)

DESCRIPTIONS	UNIT PRICE
STRAW HATS	
Justin Travis	$_____
Stetson Hudson	$_____
Other - Straw Hat (Equal to or Better-indicate Brand name)	$_____
FELT	
Stetson Lariat	$_____
Other – Felt Hat (Equal to or Better-indicate Brand name)	$_____

Specify Any Comments and/or Deviations:_____

_____

_____

H
*
_____

H
a

*** All hats are to be shipped in multi-pack boxes of sufficient strength, to withstand transportation by common carrier and to assure safe arrival to the delivery point.**

EXHIBIT "B"

HIDALGO COUNTY
(all funding sources, programs & entities)
"PURCHASE OF STRAW & FELT HATS"
RFSQ NO.: 2017-029-03-17-SGS

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CELL NUMBER: _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of 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

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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.

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 SEALED QUOTES
"PURCHASE OF STRAW & FELT HATS"

RFSQ No.: 2017-029-03-17-SGS

RFSQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFSQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "B" Quote /Bid Page

_____ Exhibit "C" –Insurance/Project Acknowledgement forms

_____ Exhibit "D" -CIQ Form - Copy of Co. Clerk Recording receipt (if applicable)

_____ Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ SAMS.gov Registration Acknowledgement form, www.sam.gov

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

HIDALGO COUNTY
(all funding sources, programs & entities)
"PURCHASE OF STRAW & FELT HATS"
RFSQ NO.: 2017-029-03-17-SGS

****NOTE:** The Quoted Price should include all shipping and handling costs.

Internal use only: NIGP Commodity Code: 201-46 (Hats, straw)

DESCRIPTIONS	UNIT PRICE
STRAW HATS	
Justin Travis Ivory or Tan	$ 42.50
Stetson Hudson	$
Other - Straw Hat **(Equal to or Better-indicate Brand name)** Justin Travis - Tan JS4056-H060-X	$ 42.50
FELT	
Stetson Lariat	$
Other – Felt Hat **(Equal to or Better-indicate Brand name)** 7X Justin Bullet	$ 79.00 (Black, Granite, choc, buck, Pecan)

Specify Any Comments and/or Deviations: Justin Travis is the same hat we manufactured and sold Hidalgo County in 2016. The Justin Travis is also available in tan, which could replace the Stetson Hudson. The 7X Bullet is a 7X Premium Fur hat made in the USA in our Garland, TX factory. The 7X Bullet is available in Black, Buck, choc, Pecan and Granite. H Its available from sizes 6 5/8 - 7 3/4. 4 1/2" crown & brim width *from 3 lb - 4 lb. The 7X Bullet Features a self band and buckle set and we include the Hidalgo County Sheriff pin as well.
H
a

*** All hats are to be shipped in multi-pack boxes of sufficient strength, to withstand transportation by common carrier and to assure safe arrival to the delivery point.**

EXHIBIT "B"

HIDALGO COUNTY
(all funding sources, programs & entities)
"PURCHASE OF STRAW & FELT HATS"
RFSQ NO.: 2017-029-03-17-SGS

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

COMPANY NAME: Milano Hat Company

ADDRESS: 1565 Hwy 66

CITY/STATE/ZIP: Garland TX 75040

PHONE NUMBER: (800) 325-4287

FAX NUMBER: (214) 342-1285

CELL NUMBER: (209) 351-0243

CONTACT PERSON: Frank Kinney

E-MAIL ADDRESS: Frank.Kinney@dorfman-pacific.com

AUTHORIZED SIGNATURE: Frank K—

TITLE: Vice President of Sales

DATE: 3/3/17

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/5/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 415-391-2141 **FAX (A/C, No):** 415-989-9923 **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Travelers Prop Casualty Co of Ameri / 25674 **INSURER B :** Travelers Property Casualty Insuran / 36161 **INSURER C :** Travelers Indemnity Company of CT / 25682 **INSURER D :** **INSURER E :** **INSURER F :**
INSURED Milano Hat Co., Inc. 1565 Highway 66 Garland TX 75040	DORFCOM-01

COVERAGES **CERTIFICATE NUMBER:** 1960982143 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			6304E06880ATIL17	6/1/2017	6/1/2018	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 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA4E06880A17CAG	6/1/2017	6/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			CUP2J4565051714	6/1/2017	6/1/2018	EACH OCCURRENCE AGGREGATE $	$11,000,000 $11,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		YJUB2F31549417	1/1/2017	1/1/2018	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

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

Re: RFSQ No.: 2017-029-03-17-SGS- Hidalgo County-"Purchase of Straw & Felt Hats. Hidalgo County included as Additional Insured. See attached.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2802 S. Bus Hwy 281
Edinburg TX
78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Danny Nguyen

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Reveiw & Approve as to form-Contract # C-17-029-07-11-Milano Hat Company-Hidlago Co

From : Steve Crain <scrain@atlashall.com> Thu, Jul 06, 2017 09:11 AM

Subject : RE: Reveiw & Approve as to form-Contract # C-17-029-07-11-Milano Hat Company-Hidlago Co

1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Looks good.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, July 06, 2017 8:39 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>
Subject: Re: Reveiw & Approve as to form-Contract # C-17-029-07-11-Milano Hat Company-Hidlago Co

Good morning, Mr. Crain-

Please review and approve as to form with "revised" COI reflecting correct name Milano Hat Co., Inc..

Please advise.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Thursday, July 6, 2017 7:57:12 AM
Subject: RE: Reveiw & Approve as to form-Contract # C-17-029-07-11-Milano Hat Company-Hidlago Co

The name on the contract does not match the name on the insurance certificate.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, July 05, 2017 5:11 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>
Subject: Reveiw & Approve as to form-Contract # C-17-029-07-11-Milano Hat Company-Hidlago Co

Good afternoon, Mr. Crain-

Please review and approve as to form, agreement #**C-17-029-07-11** (attached hereto) with **Milano Hat Company** for the purpose of: **Purchase of Straw & Felt Hats** for **Hidalgo County.**

***Note: will be place for award of bid/contract on next weeks Commissioner's Court agenda.**

Please advise.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

AI-60089 **Purchasing Department** **21. A. 2.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Rocio Villarreal, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of the negotiated agreement for the provision of Project/Program Management Services in connection with the design and construction of a New Hidalgo County Courthouse between Hidalgo County and JACOBS Project Management Co. including any specific details, exceptions, modifications, additions and/or deletions request by CC and subject to final legal review.

BACKGROUND

Project/Program Management Services:
1. On 05-02-17 HCCC took action to cease negotiations with the number one [1] ranked Group/Firm of Dannenbaum and the number two [2] ranked firm of Jacobs was selected to commence negotiations ;
2. Negotiations held on 05-08-17 & 06-01-17 respectively at posted Workshops;

Architectural Services:
1. Two [2] firms nominated on 03-07-16 from HC approved/qualified pool of Architects;
2. Firms made presentations based on a Questionnaire provided by Hidalgo County on 03-31-16;
3. No scoring has been completed.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 1350-419-40-125-035-0-730

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

BUDGETARY IMPACT:

C/Os 2016 New Courthouse Building. additional funding will be identified through upcoming debt issuances.

Attachments

Backup

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/06/2017 10:25 AM

Budget & Management	Veronica Ortiz	07/06/2017 10:39 AM
Merlen P. Munoz	Merlen P. Munoz	07/07/2017 09:39 AM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Marty Salazar Started On: 06/01/2017 01:24 PM

Final Approval Date: 07/07/2017

AI-53912 **Purchasing Department 6. A.**

CC REGULAR- 9:30 A.M.

Meeting Date: 03/31/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action on the following:

Hidalgo County Commissioners Court to hear [through presentations with Q&A] from nominated Architects, Geo-technical & Construction Materials Testing Engineering Firms in connection with the design & construction of a New Hidalgo County Courthouse for the purpose of grading/evaluating and finalizing scoring sheets with each professional firm limited to a maximum of 10 minutes for their presentations to identify either specific courthouse or other significant projects with emphasis on the composition of project team identifying firm's personnel and local participation:

1. Architect Firms:
A. HDR, Architecture, Inc.
B. HOK - Hellmutt, Obata, Kassabaum, L.P.

2. Geo-technical and Construction Materials Testing Firms:
A. Terracon Consultants, Inc.
B. Professional Service Industries, Inc.
C. Millennium Engineers Group, Inc.
D. L & G Consulting Engineers, Inc.
E. Raba Kistner, Inc.

BACKGROUND

Fiscal Impact

Attachments

backup

Form Review

Form Started By: Monica Badillo Started On: 03/28/2016 09:21 AM

Final Approval Date: 03/28/2016

<leticia.saenz@co.hidalgo.tx.us>, elena Gomez
<elena.gomez@co.hidalgo.tx.us>, Raul Sesin
<raul.sesin@hcdd1.org>

Mr. Parde and Mr. Tally:

As a nominated architectural firm, for the Design and Construction of the New Hidalgo County Courthouse, the evaluation "Committee" has requested a presentation with Q&A on **Thursday, March 31, 2016 at 9:30 a.m.,** at the Hidalgo County Commissioners' Court Room located at 100 E. Cano, Edinburg, Texas. The presentation must not exceed 10 minutes [this does not include the Q&A session] with emphasis on the composition of architectural firm's project team [to be dedicated to this project if selected] identifying in-house personnel/staff and local professionals [to include areas of expertise, credentials, experience, etc. for both in-house and local area providers]. The purpose of the Workshop is to permit Hidalgo County Commissioners Court ["the Committee"] the grading/evaluating and finalizing scoring sheets for each professional firm. We emphasize that the presenters should be by firm members that have the authority/position to obligate the firm.

Workshop will commence at 9:30 a.m., and all firms should be present at the time, but will be presenting on an individual basis that will be determined by Hidalgo County Commissioners Court [historically-drawing of names to determine the order of presentation with all firms asked to wait outside while each firm completes presenting).

Please respond to this e-mail by the end of business day or 5 p.m. on Monday, March 28, 2016 of your intention to attend and present.

Hidalgo County welcomes and appreciates your participation in this project. Any further information or assistance regarding this notice must be made in writing to Martha L. Salazar, Hidalgo County Purchasing Agent at martha.salazar@co.hidalgo.tx.us or Ms. Rocio Villarreal, Hidalgo County Contract Manager.

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

Mr. Tally:

Pursuant to action taken by Commissioners' Court on March 7, 2016, your firm has been nominated to be graded and scored in connection with the Design and Construction of a New Hidalgo County Courthouse. Hidalgo County possesses full Schematic Designs for a new courthouse. Your firm was nominated from Hidalgo County's approved pool of architectural firms to undertake completion of all other phases for the Design and Construction of a New Courthouse. Your Statement of Qualifications (SOQ) has been provided to the Evaluation "Committee".

In addition, Hidalgo Co. is requesting your completion of the attached questionnaire with a deadline for submission of Friday, March 18, 2016, by the end of business day or 5 p.m. Your completed Questionnaire will be provided to the Evaluation "Committee". Both your submitted SOQ and Questionnaire will be used by the Committee to grade and scored. If the Committee so chooses, you may be asked to make a presentation to the Evaluation "Committee" based on the information contained in your submitted SOQ and complete Questionnaire. Notice of a presentation will be sent with ample time to make travel arrangements.

Any further information or assistance regarding this notice must be made in writing to Martha L. Salazar, Hidalgo County Purchasing Agent at martha.salazar@co.hidalgo.tx.us or Ms. Rocio Villarreal, Hidalgo County Contract Manager.

Thank you.

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Edinburg, Texas 78539

QUESTIONNAIRE-Architectural Firms-1-1.pdf
68 KB

QUESTIONNAIRE

ARCHITECTURAL SERVICES FOR THE DESIGN AND CONSTRUCTION OF NEW COURTHOUSE

---

1. **What type of experience does the firm have in providing architectural services in construction of new courthouses? Please provide a list the following information:**
   a. Depict your firm's role/participation in courthouse or other significant facility projects [for past 15 years]. Please include details of successes and challenges encountered in past projects;
   b. Did you experience budget overruns in these projects? If so, for what project, how much and what were the circumstances that led to the budget overrun?
   c. most recent courthouse projects within the last 5 years;
   d. size of each facility with the cost of the project;
   e. size of your firm's architectural team for each project listed;
   f. length of time of the project from engagement to occupancy;
   g. what construction method was used for the project;
   h. list at least 5 references in a position of authority to contact about each project;
   i. was a construction manager part of the project; if yes,
   j. who was the construction manager [company or firm] and who is their employee with direct knowledge of the project;

2. **Hidalgo County Project Specific Questions:**
   a. Please provide an organizational chart and bios of your proposed team for the Hidalgo County Courthouse including percentage of time to be worked on this project by team members, with areas of expertise that be subcontracted;
   b. Based on your experience with similar projects, please provide a draft timeline for the Hidalgo County Courthouse Project;
   c. Would be willing to obtain a separate insurance as requested by Hidalgo County in a reasonable amount solely naming Hidalgo County as the insured?
   d. Have you been involved in litigation related to your services? If so, when and where?

3. **What has been your most past experience with government projects in providing architectural services, if not courthouses?**
   a. most recent government construction projects with the last 5 years;
   b. size of each facility with the cost of the project;
   c. size of your firm's architectural team for each project;
   d. length of time of the project from engagement to occupancy;
   e. list at least 5 references in a position of authority to contact about each project;
   f. what construction method was used for the project;
   g. was a construction manager part of the project; if yes,
   h. who was the construction manager [company or firm] and who is their employee with direct knowledge of the project.

4. **Give your position [given the project goal of the design and construction of a New Courthouse, what type of construction method would the most advantageous for Hidalgo County and why?**

Evangelina Garcia
<evangelina.garcia@co.hidalgo.tx.us>

Mr. Parde:

Pursuant to action taken by Commissioners' Court on March 7, 2016, your firm has been nominated to be graded and scored in connection with the Design and Construction of a New Hidalgo County Courthouse. Hidalgo County possesses full Schematic Designs for a new courthouse. Your firm was nominated from Hidalgo County's approved pool of architectural firms to undertake completion of all other phases for the Design and Construction of a New Courthouse. Your Statement of Qualifications (SOQ) has been provided to the Evaluation "Committee".

In addition, Hidalgo Co. is requesting your completion of the attached questionnaire with a deadline for submission of Friday, March 18, 2016, by the end of business day or 5 p.m. Your completed Questionnaire will be provided to the Evaluation "Committee". Both your submitted SOQ and Questionnaire will be used by the Committee to grade and scored. If the Committee so chooses, you may be asked to make a presentation to the Evaluation "Committee" based on the information contained in your submitted SOQ and complete Questionnaire. Notice of a presentation will be sent with ample time to make travel arrangements.

Any further information or assistance regarding this notice must be made in writing to Martha L. Salazar, Hidalgo County Purchasing Agent at martha.salazar@co.hidalgo.tx.us or Ms. Rocio Villarreal, Hidalgo County Contract Manager.

Thank you.

ROCIO VILLARREAL
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CONTRACTS MANAGER
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2812 S. Business Hwy 281
Edinburg, Texas 78539

QUESTIONNAIRE-Architectural Firms-1-1.pdf
68 KB

QUESTIONNAIRE

ARCHITECTURAL SERVICES FOR THE DESIGN AND CONSTRUCTION OF NEW COURTHOUSE

---

1. **What type of experience does the firm have in providing architectural services in construction of new courthouses? Please provide a list the following information:**
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   b. Did you experience budget overruns in these projects? If so, for what project, how much and what were the circumstances that led to the budget overrun?
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   b. Based on your experience with similar projects, please provide a draft timeline for the Hidalgo County Courthouse Project;
   c. Would be willing to obtain a separate insurance as requested by Hidalgo County in a reasonable amount solely naming Hidalgo County as the insured?
   d. Have you been involved in litigation related to your services? If so, when and where?

3. **What has been your most past experience with government projects in providing architectural services, if not courthouses?**
   a. most recent government construction projects with the last 5 years;
   b. size of each facility with the cost of the project;
   c. size of your firm's architectural team for each project;
   d. length of time of the project from engagement to occupancy;
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   g. was a construction manager part of the project; if yes,
   h. who was the construction manager [company or firm] and who is their employee with direct knowledge of the project.

4. **Give your position [given the project goal of the design and construction of a New Courthouse, what type of construction method would the most advantageous for Hidalgo County and why?**

AI-60375 **Purchasing Department** **21. A. 3.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of response received from **CTC Distributing, LLC** the sole responsible vendor submitting the best bid [and meeting all specifications and/or requirements] for the purpose of award and approval of contract document for project titled: Hidalgo County -"Off Premises Record Storage, Pick-up, Retrieval, Delivery and Shredding Services" through RFB 2017-059-06-07-YZV and subject to compliance with HB 1295 if and when applicable.

BACKGROUND

1. Seven [7] packets requested;
2. One vendor responded and submitted.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1238-412-00-090-003-0-350

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

BUDGETARY IMPACT:

Funds Available

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-415-50-190-002-0-350

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

BUDGETARY IMPACT:

Funds Available

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-415-18-160-001-0-350

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

BUDGETARY IMPACT:

Funds Available.

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-280-001-0-350

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

BUDGETARY IMPACT:

Funds Available.

Attachments

Form 1295-CTC
Legals-Review-Okay.pdf
Department Signed Recommendation Memo
Acceptance-Participation
C-17-059-07-11-CTC DISTRIBUTING-OFF-PREMISES RECORD STORAGE

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/05/2017 09:16 AM
Budget & Management	Veronica Ortiz	07/05/2017 09:18 AM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Yolanda Velasquez Started On: 06/21/2017 11:15 AM
Final Approval Date: 07/07/2017

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:
2017-227029

Date Filed:
06/21/2017

Date Acknowledged:
06/22/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CTC Distributing Ltd
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 Purchasing

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.

2017-059
Document Storage

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:
2017-227029

Date Filed:
06/21/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CTC Distributing Ltd
Edinburg, TX United States

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Hidalgo County Purchasing

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2017-059
Document Storage

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

EDNA V. RODRIGUEZ
My Notary ID # 125030777
Expires August 23, 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 Brian Kelly Madden, this the 21st 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: Brian Kelly Madden | Title of officer administering oath

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

RE: CTC Service Contract

From : Steve Crain <scrain@atlashall.com> Mon, Jun 26, 2017 02:47 PM
Subject : RE: CTC Service Contract
To : 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>

The contract is OK.

-----Original Message-----
From: Yolanda Velasquez
[mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Monday, June 26, 2017 2:09 PM
To: Steve Crain <scrain@atlashall.com>
Subject: CTC Service Contract

Good afternoon,

Please review contract as to form to proceed to create an AI for award and contract for July 11th.

Have a wonderful week!

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

----- Original Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Mon, 01 May 2017 11:05:57 -0500 (CDT)
Subject: RE: Service Contract

Looks OK.

-----Original Message-----
From: Yolanda Velasquez
[mailto:yolanda.velasquez@co.hidalgo.tx.us]

Sent: Monday, May 01, 2017 10:49 AM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: Service Contract

Good Morning,

Made recommended changes of removing "and" from end of first "WHEREAS" paragraph and added to second "WHEREAS" at the end of the paragraph. Please review "DRAFT" contract as to form.

Thank you and have a GREAT week!

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

----- Original Message -----
From: Steve Crain <scrain@atlashall.com>
To: Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Mon, 01 May 2017 08:29:21 -0500 (CDT)
Subject: Service Contract

Good morning Yolanda:

As per Mr. Crain, see the attached please make revisions.

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.

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Hon. Laura Hinojosa,
H.C. District Clerk
Attn: Stephanie Palacios

From: Yolanda Velasquez YZV
Purchasing Dept., Buyer II

Date: June 8, 2017

Re: **REQUEST FOR RECOMMENDATION for: RFB-2017-059-06-07-YZV "OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP RETRIEVAL, DELIVERY & SHREDDING SERVICES"**

We received a sole response to the above mentioned project. Enclosed you will find a copy of the Tabulation sheet for your review and recommendation/non-recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **Monday, June 12, 2017 @ 4:00 p.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **yolanda.velasquez@co.hidalgo.tx.us**

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 7-1238-412-00-090-003-0-350

Recommendations/Concerns: _____

If you should have any questions or need additional information please let me know.

Laura Hinojosa	Laura Hinojosa	6/21/17
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

MEMORANDUM

JUN 12 2017

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Raul Silguero Jr.
H.C. Operations Administrator
Attn: Rufino Saenz, HR Supervisor

From: Yolanda Velasquez YZV
Purchasing Dept., Buyer II

Date: June 8, 2017

Re: **REQUEST FOR RECOMMENDATION for: RFB-2017-059-06-07-YZV "OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP RETRIEVAL, DELIVERY & SHREDDING SERVICES"**

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☒ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 7-1100-415-50-190-002-0-350

Recommendations/Concerns: _____

If you should have any questions or need additional information please let me know.

Raul Silguero Jr.	06/12/2017
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Martha Salazar
H.C. Purchasing Department
Attn: Nielda Cavazos

From: Yolanda Velasquez YZV
Purchasing Dept., Buyer II

Date: June 8, 2017

Re: **REQUEST FOR RECOMMENDATION for: RFB-2017-059-06-07-YZV "OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP RETRIEVAL, DELIVERY & SHREDDING SERVICES"**

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☒ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 7-1100-415-18-160-001-0-

Recommendations/Concerns: _____

If you should have any questions or need additional information please let me know.

Nielda Cavazos Nielda Cavazos 6/8/17

AUTHORIZED SIGNATURE PRINTED NAME DATE

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Joel Rivera
H.C. Sheriff's Office
Attn: Monica Guajardo

From: Yolanda Velasquez
Purchasing Dept., Buyer II

Date: June 8, 2017

Re: **REQUEST FOR RECOMMENDATION for: RFB-2017-059-06-07-YZV "OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP RETRIEVAL, DELIVERY & SHREDDING SERVICES"**

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☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 7-1100-421-00-280-001-0-350

Recommendations/Concerns: _____

If you should have any questions or need additional information please let me know.

AUTHORIZED SIGNATURE | Capt. Steve Herrera PRINTED NAME | 6/27/17 DATE

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: JUNE 07, 2017 | **BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: "OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"

BID NO: 2017-0S9-06-07-YZV | **BUYER:** Yolanda Velasquez

BID №	NAME OF COMPANY	Acknowledge	BID PRICE
#1	CTC Distributors		a) DISTRICT CLERKS Monthly: $ 28,700.00 Annual:$ 344,400.00 b) PURCHASING DEPARTMENT Monthly:$ 700.00 Annual:$ 8,400.00 Per Unit: 0.65¢ c) SHERIFF OFFICE Monthly$ 1,789.00 Annual:$ 21,468.00 d) HUMAN RESOURCES DEPARTMENT Monthly$ 112.00 Annual:$ 1,344.00 e) BOX SIZE Bid Price:$ 3.25 Size: 10 H x 12 W x 15 L f) SHREDDING SERVICES-(BOX) Bid Price:$ 2.75 Size: Letter Bid Price:$ 3.75 Size: Legal
#2			a) DISTRICT CLERKS Monthly: $ Annual:$ b) PURCHASING DEPARTMENT Monthly: $ Annual:$ Per Unit:$ c) SHERIFF OFFICE Monthly: $ Annual:$ d) HUMAN RESOURCE DEPARTMENT Monthly: $ Annual:$ e) BOX SIZE Bid Price: $ Size: f) SHREDDING SERVICES (BOX) Bid Price: $ Size: Letter Bid Price:-$ Size: Legal

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: JUNE 07, 2017	**BID OPENING TIME: 9:30** A.M.

DESCRIPTION OF RFSQ: " OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL DELIVERY & SHREDDING SERVICES"

RFSQ NO: 2017-059-06-07-YZV	**BUYER:** Yolanda Velasquez

BID №	NAME OF COMPANY	ACKNOWLEDGED
#1	**CTC DISTRIBUTING**	√
#2		
#3		
#4		
#5		
#6		
#7		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: JUNE 07, 2017 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: ***Hidalgo County –"Off-Premises Record Storage-Pick-up Retrieval Delivery & Shredding Services***

BID NO.: 2017-059-06-07-YZV | **Buyer: Yolanda Velasquez**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (if applicable) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1.	CTC Distributing Kelly Madden	Email	k_maden@ctcdistributing.com YZV	05/23/17	615 Blaze Blvd Edinburg, TX 78539 TEL: 956-686-4351 x 17
2.	GRM Information Management Serv Julio C. Irizarry	Email	jirizarry@grmdocument.com YZV	05/24/17	215 Coles Street Jersey City, NJ 07310 TEL: 866-947-6932
3.	e.Republic Max Naurere	Email	mmaurer@erepublic.com YZV	05/25/17	100 Blue Ravine Rd. Folsom, CA 95630
4.	Prime Vendor Inc. Sarah Malcolm	Email	Bids20@prime-vendor.com YZV	05/25/17	4622 Cedar Ave Bldg 5 Suite 124 Wilmington, NC 28403 Tel: 800-746-9554
5.	Onvia Jacqueline Sessa	Email	jsessa@onvia.com YZV	05/25/17	509 Olive Way Seattle, WA 98101 Tel: 206-373-9150
6.	Texas Security Force Gonzalo Meza	IP/Email	Tsf007@sbcglobal.net	05/25/17	1825 West Rogers Edinburg, Texas 78541 Tel: 316-0553
7.	Iron Mountain, Records & Information Management Taryn Adair	Email	Taryn.adair@ironmountain.com YZV	05/31/17	Tel: 512-287-3457
8.					
9.					
10.					
11.					
12.					

***VIA:**

IN PERSON (IP)
BIDDER LIST MAIL OUT (BLM)
TELEPHONE REQUEST (TR)
E-MAIL REQUEST (EMR)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-059-07-11

THIS CONTRACT is made and entered into this **11th** day of **July** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **CTC Distributing, LTD** a Texas. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Off-Premises Storage, Records Management, Pick Up, Retrieval Delivery & Shredding Services for Hidalgo County** (the "Services");

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" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the

term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFB within **Hidalgo County** following a request for Services by **Hidalgo County** or his 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 beginning **August 02, 2017** and ending on **August 01, 2018** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional ninety (90) day grace period, under the same rates terms and conditions due.

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 Services 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 St, 2nd Floor** **Edinburg, Texas 78539**
If to Company	**CTC Distributing, LTD** **Attn. Brian Kelly Madden** **615 Blaze Blvd.** **Edinburg, Texas 78539**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) this contract expires, (b) delivery and acceptance of products, and/or performance of Services ordered, or (c) terminated by County without cause upon thirty (30) days written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. Commitment of Current Revenues Only. In the event that , during any

term hereof, the Commissioners Court does not appropriate sufficient funds to met the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann ‘271.903 (Vernon Supp. 1996).

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

19. Immunities**:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this____ day of _____, 2017.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo Jr., County Clerk

COMPANY: CTC Distributing, LTD.

By:_____

Printed Name: Brian Kelly Madden

Title: General Manager

Approved by Commissioners' Court on _____

APPROVED AS TO FORM:

Atlas & Hall, & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

EXHIBIT “A”

REQUEST FOR BID

PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

May 22, 2017

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY**
Request for Bids -**"Off Premises Record Storage-Pick-up Retrieval Delivery & Shredding Services"**
RFB Bid No: 2017-059-06-07-YZV

Dear Sir/Madam:

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 4881.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/*yzv*
Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY (All Funding Sources)

"Off Premises Record Storage-Pick-up Retrieval Delivery & Shredding Services"

RFB NO: 2017-05-06-07-YZV

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1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	9
3.	Exhibit A, Specifications	13
4.	Exhibit B, Bid Page	2
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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 Service 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

May 22, 2017
Date

Revised 09/13/16

Bid No:2017-059-06-07-YZV	Buyer : Yolanda Z. Velasquez	Tel. No: (956) 318-2626 ext 4881

REQUEST FOR BIDS

HIDALGO COUNTY
"Off Premises Record Storage-Pick-up, Retrieval Delivery & Shredding Services"

BID OPENING DATE

June 07, 2017

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:
Yolanda Velasquez, Buyer III
(956) 318-2626 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed bids will be received for **"HIDALGO COUNTY (ALL FUNDING SOURCES) -"Off Premises Record Storage-Pick-up, Retrieval Delivery and Shredding 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.: 2017-059-06-07-YZV"HIDALGO COUNTY Off Premises Record Storage-Pick-up, Retrieval Delivery and Shredding 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, June 07, 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 – Off Premises Record Storage-Pick-up, Retrieval Delivery and Shredding Services "RFB NO.: 2017-059-06-07-YZV"** 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 – (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 (ALL FUNDING SOURCES) -RFB NO.: 2017-059-06-07-YZV- **Off Premises Record Storage-Pick-up, Retrieval Delivery and Shredding 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.	June 07, 2017
Award of Contract	_____, 2017
Commence Work or Deliver Products	_____ 2017

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at SAMs System for Award Management @ www.sam.gov.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or

public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

21. DISCLOSURE OF CONFLICT OF INTEREST

. Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit E, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas

Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

22. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2017-059), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: yolanda.velasquez@co.hidalgo.tx.us. 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
"Off Premises Record Storage-Pick-up, Retrieval Delivery and Shredding Services"
BID NO.: 2017-059-06-07-YZV

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 (All Funding Sources)
"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL DELIVERY & SHREDDING SERVICES"
BID № 2017-059-06-07YZV

SPECIFICATIONS AND REQUIREMENTS:

1. Revisions to the bid specifications shall not be permitted. Such changes shall constitute a failure to meet the minimum specifications and shall result in a bidder being disqualified from the selection process.

2. Services will be on an **"as needed basis"**. Should the County determine it is in the best interest to keep all documents in-house or to allow the Contract to expire on its own terms, the County shall provide a minimum of sixty (60) days written notice to the vendor that **Hidalgo County** intends to transport its (own Hidalgo County) files from the current awarded vendor's storage to its own (Hidalgo County) facility or another facility **at no additional cost to the County.**

3. The bidder must provide the following services:
   a. Storage of all new/additional records, in a new proper storage box;
   b. Pick-up of files and/or boxes for storage on a daily basis twice a day (morning & afternoon) and on an emergency basis at the discretion of the County described in page 5 (#25) herein and in Exhibit "H";
   c. Deliver files/boxes requested by the Department;
   d. Any storage boxes requiring replacement shall be provided at no charge to the County.
   e. All files/boxes for each County Department/Office must be kept in one location and in close proximity to each other (i.e., all files/boxes of the District Clerk shall be kept in one location within the storage facility).
   f. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system before delivery to the appropriate County Department or re-filed. (Described particularly in page 5 (#26).
   g. Over a period of twelve (12) months, the awarded vendor shall provide an inventory of all files stored on its site. An updated inventory progress report shall be provided to the appropriate County Department on a monthly basis as more particularly described in page 5 (#26) of these specifications.
   h. Document Destruction/Shredding-the service of shredding documents by company as requested by user department and/or as scheduled for shredding on label attached to file box.

4. For purposes of this RFB:
   "Delivery" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.
   "Pick-Up" is defined as the actual physical carrying and transporting of a file or box form the County Department by the bidder with the intent of filing and storing such file or box at the bidder's facility.

"Retrieval" shall mean the actual transport of a file from storage which is then prepared for delivery to the appropriate County department. Any instance in which a file is requested more than once because the selected bidder failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

"Request" A request for a file or box shall consist of a County Department's designated person providing written form (See Exhibit "G") to the selected bidder of the exact file/box being sought for Retrieval and Delivery.

"Document Destruction" Or "Shredding" Shredder to meet NAID specs of 3/8" and baled. Personnel should be background screened and have a signed confidentiality statements on file with the company. Final disposition of shred paper should be pulping.

The services listed in #3 above consisting of the delivery, pickup, storage, retrieval and request of files and/or boxes are hereinafter collectively referred to as the "Services".

5. It is the contractor's sole responsibility to review and comply with all applicable statutes or regulations. All record storage management and destruction/shredding of documents must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations including, but not limited to the schedules that are made a part hereof. You may access these at the following web address:
https://www.tsl.texas.gov/slrm/recordspubs/index

   a. Imaging & Microfilming Standards and Procedures (Local Government Bulletin A)
   b. Electronic Records Standards and Procedures (Local Government Bulletin B)
   c. Inventory and scheduling Records (Local Government Bulletin C)
   d. Local Government Records Act (Local Government Bulletin D)

6. The Storage facility must be located entirely within Hidalgo County.

   a) Contractor will provide complete description of location including a physical address of facility where records will be stored and managed.
   b) Contractor must commit sufficient staff, equipment and vehicles to comply with all specifications and render all requirements defined by Hidalgo County. Contractor must also provide all information requested in the specifications and/or requirements. Failure to do so may disqualify the bidder from the procurement process.

7. The storage facility must be free of dust and dirt buildup.

8. The facility should be a standalone structure, or if shared with other businesses, a firewall of approved construction must separate the two entities.

9. If the storage location is in a structure with other unrelated tenants, the nature of that business will be assessed by Hidalgo County Purchasing Department to determine if such business may expose the County to any significant risks that my affect the overall integrity of records stored. This

determination will be made solely by Hidalgo County and if a risk is determined, the bidder may be disqualified from the procurement process.

10. The facility shall maintain a good fire prevention program based on good housekeeping procedures, including but not limited to:

    a) Smoking or use of open flame devices in storage areas shall be prohibited.
    b) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness.
    c) Such systems must include adequate smoke and fire early warning systems.
    d) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have manual shut-off device to prevent unnecessary water damage to the records
    e) Halon is a preferred suppression system (same as or equivalent too) meeting specifications of this requirements.

11. The facility must be climate and humidity controlled. The humidity shall not exceed 60% and the temperature shall not exceed 90 degrees Fahrenheit in the paper records storage area. The temperature should be checked in summer months randomly.

12. Boxes shall not be stacked more than four (4) boxes high.

13. The contractor must maintain an adequate pest control program that includes at least two **termite, silverfish and carpenter ants** inspections per year (at least once every six (6) months) by a qualified pest control service. Proof of such inspections must be provided to each individual county department(s) under this bid. Failure to provide proof of inspections within 10 days of such inspections may result in Hidalgo County terminating the contract without notice to the vendor. User department(s) including in this bid shall be notified immediately if any insect infestation is detected inside the storage facility.

14. Air quality must be maintained in a manner that ensures that no contaminant that may cause damage to records (i.e. mold) occurs.

15. The current awarded contractor for this bid is **CTC Distributing** and it does not permit the inspection of their premises by interested bid participants.

16. **Records Inventory List**: For the purposes of this bid submittal, the current contractor has submitted the following inventory, and to the best of the County's knowledge, such inventory as of **January 31, 2017** includes the following:

INVENTORY	DISTRICT CLERK'S	PURCHASING DEPTARTMENT	SHERIFF'S OFFICE	HUMAN RESOURCES
Letter/Legal Size Boxes	24,750	1076	2,752	172
Letter Transfer Size Boxes	0	0	0	0
Legal Transfer Size Boxes	0	0	0	0
Non-Standard Size Boxes	0	0	0	0
Books	0	0	0	0
Check Boxes	0	0	0	0

17. Bidders are advised that all County departments hold their most active files, but may at any time request such records to be made part of existing storage inventory. A "Request" for a file or box shall consist of a County Department's designated person providing a written form (see Exhibit "G") to the selected bidder of the exact for the exact file/box being sought for Retrieval and Delivery.

18. If necessary, upon award of bid the transfer of all inventory from the current storage facility will be conducted under the supervision of the user department(s) authorized designee and the Purchasing Department. **All expenses associated with the transfer of inventory shall be at the County's expense and shall be the responsibility of the County**. However, selected bidder must be prepared to resume immediate, uninterrupted, efficient transition of all specified requirements and services.

19. Minimum detailed specifications are included for storage boxes. Compliance with all specifications and conditions are required. No substitutions allowed. (meets minimum specifications)

Specification(s) for Storage Box:	Letter/Legal 12 W x 15 L x 10 H Separate Cover Triple Walled (Width) Double Walled (Length) Double Bottom

20. Security Guidelines: The contractor shall provide protection against sabotage, theft, and vandalism. All visitors to the storage facility must be required to register upon entrance and monitored during their stay. Exits should be in areas that are closely monitored.

21. On-site Access: The selected bidder will work with the user department(s) on special projects requiring the temporary staging of records at the record storage facility. These projects are usually for the purpose of verifying contents before destruction, renumbering boxes, conducting detail searches, and for shifting files throughout a range of boxes. Hidalgo County will provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes.

    Hidalgo County reserves the right to access the storage premises with reasonable written notice during regular work hours for the purposes of auditing, inspecting, and/or confirming storage methods.

22. **NOTE: ALL RECORDS SHALL BE PICKED UP, DELIVERED, AND TRANSPORTED TO AND FROM THE USER DEPARTMENT(S) OFFICE BY CONTRACTOR'S EMPLOYEES AND USING CONTRACTOR'S VEHICLES**.

    QUESTIONS/CONCERNS- ABOUT FILES SHOULD BE IN EMAIL FORM TO HAVE RECORDS.

23. Response Time. The parties agree to the following response time by Company:

    a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.

    b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10:00 a.m. and by 3:00 p.m. on the same day a request is made so long as such request is made no later than 1:00 p.m. For orders placed after 1:00 p.m., files and boxes shall be delivered on the next business day by 10:00 a.m.

    c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.

24. All files or boxes recalled from storage shall be delivered within the time-frame stated above. However, if a file has not been delivered within this time frame, the maximum allowable Response Time for a status report (i.e. in route, delivered, not found, etc.), shall be 24 hours from the time the file/box is Requested. **Continued failure to meet these requirements may be cause for termination of the contract.**

25. **Hours of Services Required**: Hours of Service shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, service must be available at a moment's notice, 24 hours a day, upon written notification by the user department of an emergency situation; See Exhibit "H" Request for Emergency Services)

26. **Monthly Reports**: Hidalgo County requires monthly activity reports reflecting the total number of containers in storage by category (i.e. probate/criminal/civil), number of new containers added, number of containers permanently removed, number of boxes/files requested, number of boxes retrieved, number of boxes delivered/number of shredded files/boxes and the number of boxes picked up for storage. In addition to this information, the monthly report should include a list of files requested but not found (Monthly reports shall be due at the County Department no later than the 10th day after the end of each month. Monthly reports may be emailed to the care of: yolanda.velasquez@co.hidalgo.tx.us.

The following electronic inventory and tracking system must be provided to identify each individual file before delivery to the appropriate user department or re-filed. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system:

- Must maintain an electronic database that is accessible from multiple sites.
- Document jackets must provide some type electronic tracking mechanism, preferably an RFID tag on the jacket or to a lesser extend a bar code.
- An exact electronic inventory of all files must be provided as needed to the County.
- Both the vendor site and the County must have compatible readers and access to the inventory at all times.
- All files must be accounted for and tracked through the electronic system at all times, at all sites.
- Electronic tag on case jacket must be of an accepted industry standard format.
- RFID (tracking system) is a preferred method; vendor/bidder will not be disqualified for providing a bid on any other tracking system. If the tracking system submitted by the vendor in the bid is not the system preferred by Hidalgo County (as indicated and specified in the bid packet), Hidalgo County reserves the right to request a demonstration of the system in order to assess and ensure compliance with Hidalgo County needs and requirements.

27. **Additional Information:** Hidalgo County is requesting that any and all questions, inquiries and clarification regarding this RFB, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO: 956-318-2629 OR VIA EMAIL TO: yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN, Monday**, May 29, 2017** 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile or email by no later than, 5:00 P.M., Wednesday, **May 31, 2017**.

28. **TERM OF CONTRACT:** The initial term of contract will be for an initial one (1) year period The County shall have the right to extend the contract for two (2) additional one (1) year terms under the same rates/fees, terms and conditions reflected in the County's bid award described on the Bid Page (Exhibit "B").

29. **OPTION TO RENEW:** Hidalgo County may renew the contract for two (2) additional one (1) year periods except as otherwise provided herein, all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day.

30. **GRACE PERIOD:** Hidalgo County reserves the right to continue this bid under the same terms and conditions for an additional ninety (90) day grace period at the end of the contract term for unforeseen delays in the award of a new bid, or the county's inability to obtain all records from the storage site.

31. **CONTRACT AWARD:** Hidalgo County reserves the right to award a contract to the responsible bidder meeting all specifications and submitting the lowest bid for all items and Services identified in the Specifications and General Provisions.

Upon the termination or expiration of the Contract, the vendor shall make available to the County any and all County files it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own or another facility. All files shall be made available to the County for transport at no additional cost to the County.

All files held in storage on behalf of the County are records belonging the public and must be returned to the County regardless of when and/or where they are located in the future.

32. **PURCHASE ORDER**: Contractor will not perform any services until a purchase order number is assigned by the designated representative of the Purchasing Department. Contractor will reference contract number and purchase orders on all invoices submitted to the Hidalgo County District Clerk. Actual requirements will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

*33. **TERMINATION:** The contract awarded to the successful bidder will be in effect until (a) the contract expires, (b) performance of all specifications, requirements and services ordered, or (c) terminated by county with sixty (60) day's written notice with or without cause, or (d) upon award of contract to a new bidder, whichever comes first.

34. **CONTRACT ADMINISTRATOR:** For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the County Purchasing Department named below shall act as contract administrator on behalf of Hidalgo County:

HIDALGO COUNTY PURCHASING DEPARTMENT
ATTN: CONTRACT ADMINISTRATOR(S)
2812 S. BUSINESS HWY 281 (NEW ADMINISTRATION BLDG.)
EDINBURG, TX 78539
(956) 318-2626

35. **ADDITIONAL PROVISION:** The following clauses or provisions must be included in the contract:

A. **Liquidated Damages Clause:** The vendor acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests

with the District Clerk. The vendor and Hidalgo County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the vendor or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of these specifications, the vendor and Hidalgo County agree that the vendor shall pay to the Hidalgo County District Clerk, as liquidated damages, the sum of $1,000.00 for each file or portion of a file which is lost or destroyed within 10 days upon the discovery of the lost or destroyed file or portion thereof. The vendor and Hidalgo County agree that the amount established by this provision as liquidated damages is reasonable under the circumstances existing at the time of the execution of this contract with vendor pursuant to this procurement.

36. **SCOPE OF CONTRACT:** The contract for the procurement of the Services describes herein shall be as follows:

a) **A firm fixed price, estimated quantity contract** calling for delivery of the products and Services identified in the Bid Specifications, including the **Records Inventory List** (see page 3, Specifications above), at the stated prices, submitted by the bidder.

b) Upon acceptance of a bid by Hidalgo County Commissioners' Court and issuance of a Contract Award by the Hidalgo County Purchasing Agent, contractor shall be obligated to perform the services at the stated prices, within the time specified, and in accordance with all Legal Notices and Specifications contained herein.

c) During the term of the agreement, should the volume of boxes decrease for **the Purchasing Department**, THIS BID SHALL BE **ON A PRO-RATED PER BOX (UNIT COST) AS VOLUME OF BOXES DECREASES.** for the storage of Hidalgo County records at a staffed facility and at which all files will be stored in proper storage. Hidalgo County reserves the right to utilize whichever option is most beneficial to Hidalgo County Purchasing Department.

The quantities stated in the **Records JANUARY 31, 2017**. This represents a realistic estimate based on past consumption for purposes of securing a bid price. **The quantities are not firm and are not hereby ordered or called for. No County department is required to use the services of the selected bidder at any time but shall only use such services as may be convenient and necessary for the proper records management operation of the particular office and department.** Actual requirements for services will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

CHANGES TO GENERAL SCOPE OF CONTRACT: The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

a. Method of delivery or pickup of files
b. Place of deliveries.
c. Correction of errors of a general administrative nature of other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
d. Description of services to be provided which do not result in additional expenses to the Contractor.
e. Time of performance (i.e. hours of day, days of week, etc.)

f. 37. **FUNDING:** Funds for payment on the proposed contract have been provided through the COUNTY OF HIDALGO budget approved by Commissioners' Court for 2017 year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of Hidalgo County to be included in each proposed budget within the foreseeable future.

County Commissioners' Court expect this to be an integral part of future budgets to be approved during the period of the proposed contract except for unanticipated needs or events which may prevent such payments against the contract. However, COUNTY OF HIDALGO cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available. The Fiscal Year for County extends from January 1st to December 31st of each calendar year.

38. **INVOICING:** All invoices submitted by contractor must reference the contract number and purchase order number(s) on the invoice. Hidalgo County will not pay invoices that are in excess of the amount authorized by the purchase order number or the contract.

39. **DESIGNATED COUNTY HOLIDAYS 2017:** No deliveries will be requested on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

2017 COUNTY HOLIDAYS	
NEW YEAR'S DAY	01/02/2017
MARTIN LUTHER KING DAY	01/16/2017
PRESIDENT'S DAY	02/20/2017
GOOD FRIDAY	04/14/2017
MEMORIAL DAY	05/29/2017
INDEPENDENCE DAY	07/04/2017
LABOR DAY	09/04/2017
COLUMBUS DAY	10/09/2017
VETERAN'S DAY	11/10/2017
CHRISTMAS	12/25/2017-12/26/2017
NEW YEAR'S EVE	12/29/2017

EXHIBIT "A"

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AFFIDAVIT

BEFORE ME, the undersigned _____authority on this _____day personally appeared who, being by me duly sworn, upon oath says: that he/she is duly qualified and authorized to make this affidavit for and on behalf of _____, bidder/offeror /contractor, of _____County, Texas, and is fully cognizant of the facts herein set out and affirms to the truth and accuracy of the certifications made herein by signing this affidavit; that the bidder/offeror/contractor has received the list of key persons dated , 2017, and attached to this affidavit as Exhibit "A"; that he/she personally read the said Exhibit "A"; that he/she can read the English language; and that he/she has no knowledge of any key person with whom the bidder/offeror is doing business or has done business during the 365-day period immediately prior to the date of this affidavit whose name is not disclosed in the bid, offer, or contract.

Bidder/Offeror/Contractor

_____
Signature of Affiant

_____
Typed or Printed Name of Affiant

_____
Title of Affiant

_____
Address

SUBSCRIBED AND SWORN to before me by the said _____ this __day of _____ 2017, to certify which witness my hand and seal of office.

Notary Public in and for _____County, Texas.

_____
Typed or printed name of notary

My commission expires:

EXHIBIT "A"

ATTACHMENT 1

Bidder acknowledges that Bidder is doing business or has done business during the 365-day period immediately prior to the date on which this bid is due with the following key persons and warrants that these are the only such key persons.

1. _____ _____
   Print Name Title

2. _____ _____
   Print Name Title

If no one is listed above, Bidder warrants that Bidder is not doing business and has not done business during the 365-day period immediately prior to the date on which this bid is due with any key person.

HIDALGO COUNTY

OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP,
RETRIEVAL & DELIVERY SERVICES" for
RFB No. 2017-059-06-07-YZV

I. **Vehicles:** List vehicles to be utilized for this Project: Make/Model, Vehicle Identification Numbers, License Plate Numbers, for each vehicle currently owned and/or leased by bidder which shall be covered under insurance requirements as set forth by Hidalgo County. (If additional space is required a second sheet is provided.) Vendor must provide the following information:

Year/ Make/Model	Vehicle Identification No.	License Plate No.	Vendor Owned or Leased

II. **System/Equipment:** List equipment that you will be utilizing to render the services detailed in the specifications.(i.e. shelving, file storage, tracking system).

III. **<u>Staffing</u>:** Number of employees that will be assigned to render all specifications detailed herein for storage boxes for Hidalgo County? Explain staff positions and duties.

EXHIBIT "F"

KEY LIST

"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP, RETRIEVAL & DELIVERY SERVICES" for HIDALGO COUNTY
BID NO.: 2017-059-06-07-YZV

LIST OF KEY PERSONS

NAME OF INDIVIDUAL HOLDING OFFICE/POSITION	POSITION HELD
HON. RAMON GARCIA	HIDALGO COUNTY JUDGE
HON. DAVID L. FUENTES	HIDALGO COUNTY PRECINCT NO. 1
HON. EDUARDO "EDDIE" CANTU	HIDALGO COUNTY PRECINCT NO. 2
HON. JOE M. FLORES	HIDALGO COUNTY PRECINCT NO. 3
HON. JOSEPH PALACIOS	HIDALGO COUNTY PRECINCT NO. 4
HON. J.E. "EDDIE" GUERRA	HIDALGO COUNTY SHERIFF
HON. LAURA HINOJOSA	HIDALGO COUNTY DISTRICT CLERK
MARTHA L. SALAZAR	HIDALGO COUNTY PURCHASING AGENT

EXHIBIT "G"

INFORMATION REQUEST FORM	
File № Requested:	Cause №:
Style of Case:	
Requested by (Entity):	
Picked up by:	
Signature:	Date & Time:
This is to certify that the above –named person is duly authorized to receive the information being requested herein. It is this party's responsibility to ensure the return of these documents.	
Hidalgo County District Clerk, or Assignee:	
Date & Time Returned:	
Returned by:	Signature:

Hidalgo County "Information Request Form" 2/2014

EXHIBIT "H"

REQUEST FOR EMERGENCY SERVICES

This to authorize the retrieval and delivery of records under emergency (special) circumstances mentioned in Section VI, Hours of Service Required, and Section IX Contract (Special) Provisions, of the:

"Off-Premises Storage, Records Management, Pick-Up & Delivery Services" **–**

_____(Entity)

I_____, hereby acknowledge that an urgency exists which warrants the immediate retrieval and delivery of the records listed on the attached Exhibit "G".

_____ _____

Type Department Head and/or Designee Date

Hidalgo County "Request for Emergency Services" 2/2014

EXHIBIT "B"

BID PAGE

"OFF PREMISES STORAGE, RECORDS MANAGEMENT,
PICK UP, RETRIEVAL, DELIVERY & SHREDDING SERVICES" **for**
HIDALGO COUNTY
BID NO.: 2017-059-06-07-YZV

(A) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **DISTRICT CLERK'S OFFICE**

MONTHLY $_____ANNUAL$ _____

(B) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY **PURCHASING DEPARTMENT**

MONTHLY $_____ANNUAL$ _____

During the term of the agreement, should the volume of boxes decrease for **the Purchasing Department**, THIS BID SHALL BE **ON A PRO-RATED PER BOX (UNIT COST) AS VOLUME OF BOXES DECREASES.** Hidalgo County reserves the right to utilize whichever option is most beneficial to Hidalgo County Purchasing Department.

UNIT COST:$_____

(C) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **SHERIFF'S OFFICE**

MONTHLY $_____ANNUAL$ _____

(D) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **HUMAN RESOURCES OFFICE**

MONTHLY $___ANNUAL$ _____

(E) BIDDER IS TO PROVIDE A BID PRICE FOR STORAGE BOXES. **(PLEASE SPECIFY BOX SIZE)**

BID PRICE $_____SIZE:_____(LETTER SIZE)

BID PRICE $_____SIZE:_____(LEGAL SIZE)

(F) BIDDER SHALL PROVIDE A BID PRICE FOR SHREDDING SERVICES.

BID PRICE $_____ LETTER SIZE BOX

BID PRICE $_____ LEGAL SIZE BOX

EXHIBIT "B"

BID PAGE
"OFF PREMISES RECORD STORAGE,,
PICK UP, RETRIEVAL, DELIVERY & SHREDDING SERVICES" **for**
HIDALGO COUNTY
BID NO.: 2014-059-06-07-YZV

Hidalgo County will award to the responsible bidder submitting the **lowest bid** for the item(s) as specified/identified in the Schedule of Items (Records Inventory List) and meeting all specifications/requirements for all departments.

All bidders must present costs on a monthly basis in equal amounts for up to 36 months. No deviations in monthly cost will be accepted. This is a term contract with a Firm fixed monthly rate regardless of the services provided. NO DEVIATIONS FROM HIDALGO COUNTY SPECIFICATIONS WILL BE ACCEPTED.

Hidalgo County will award this contract on yearly basis, commencing on the date of award and/or execution of contract. The County of Hidalgo has the sole option to renew and extend for an additional two (2) - one (1) year periods.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PHONE №: _____ **FAX №:** _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **EMAIL:** _____

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

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. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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

---

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).

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-059-00-00

THIS CONTRACT is made and entered into this _____day of_____ by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ a Texas. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Off-Premises Storage, Records Management, Pick Up, Retrieval Delivery & Shredding Services for Hidalgo County** (the "Services");

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" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the

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term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFB within **Hidalgo County** following a request for Services by **Hidalgo County** or his 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 beginning _____ and ending on _____ and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional ninety (90) day grace period, under the same rates terms and conditions due.

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

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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 Services 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

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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 St, 2nd Floor
Edinburg, Texas 78539

If to Company _____
_____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) this contract expires, (b) delivery and acceptance of products, and/or performance of Services ordered, or (c) terminated by County without cause upon thirty (30) days written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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17. Commitment of Current Revenues Only. In the event that , during any term hereof, the Commissioners Court does not appropriate sufficient funds to met the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann '271.903 (Vernon Supp. 1996).

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

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WITNESS our hands in duplicate originals this____ day of _____, 2017.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo Jr., County Clerk

COMPANY

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners' Court on _____

APPROVED AS TO FORM:

Atlas & Hall, & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

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EXHIBIT “A”

REQUEST FOR BID

PROCUREMENT PACKET

EXHIBIT “B”

BID PAGE

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EXHIBIT “C”
INSURANCE REQUIREMENTS

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HIDALGO COUNTY
REQUEST FOR BIDS
Off Premises Record Storage-Pick-up, Retrieval Delivery and Shredding Services"
RFB No.: 2017-059-06-07-YZV

RFB SUBMITTAL CHECK LIST

All forms listed below must be included in the RFB response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "B" Bid Page

_____ Exhibit "C" – Insurance 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) (see number 2 of Legal Notice).

EXHIBIT “B”

BID PAGE

EXHIBIT "B"

OPENED
9:59 6-7-17

BID PAGE

"OFF PREMISES STORAGE, RECORDS MANAGEMENT,
PICK UP, RETRIEVAL, DELIVERY & SHREDDING SERVICES" **for**
HIDALGO COUNTY
BID NO.: 2017-059-06-07-YZV

Witnessed

(A) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **DISTRICT CLERK'S OFFICE**

MONTHLY $28,700.00 ANNUAL$ 344,400.00

(B) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY **PURCHASING DEPARTMENT**

MONTHLY $700.00 ANNUAL$ 8,400.00

During the term of the agreement, should the volume of boxes decrease for **the Purchasing Department**, THIS BID SHALL BE **ON A PRO-RATED PER BOX (UNIT COST) AS VOLUME OF BOXES DECREASES.** Hidalgo County reserves the right to utilize whichever option is most beneficial to Hidalgo County Purchasing Department.

UNIT COST:$ 0.65

(C) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **SHERIFF'S OFFICE**

MONTHLY $1,789.00 ANNUAL$ 21,468.00

(D) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **HUMAN RESOURCES OFFICE**

MONTHLY $112 ANNUAL$ 1,344.00

(E) BIDDER IS TO PROVIDE A BID PRICE FOR STORAGE BOXES. **(PLEASE SPECIFY BOX SIZE)**

BID PRICE $3.25 SIZE: 12W X 15L X 10H (LETTER SIZE)

BID PRICE $3.25 SIZE: 12W X 12L X 10H (LEGAL SIZE)

(F) BIDDER SHALL PROVIDE A BID PRICE FOR SHREDDING SERVICES.

BID PRICE $2.75 LETTER SIZE BOX

BID PRICE $3.75 LEGAL SIZE BOX

EXHIBIT "B"

BID PAGE
"OFF PREMISES RECORD STORAGE,,
PICK UP, RETRIEVAL, DELIVERY & SHREDDING SERVICES" **for**
HIDALGO COUNTY
BID NO.: 2014-059-06-07-YZV

Hidalgo County will award to the responsible bidder submitting the **lowest bid** for the item(s) as specified/identified in the Schedule of Items (Records Inventory List) and meeting all specifications/requirements for all departments.

All bidders must present costs on a monthly basis in equal amounts for up to 36 months. No deviations in monthly cost will be accepted. This is a term contract with a Firm fixed monthly rate regardless of the services provided. NO DEVIATIONS FROM HIDALGO COUNTY SPECIFICATIONS WILL BE ACCEPTED.

Hidalgo County will award this contract on yearly basis, commencing on the date of award and/or execution of contract. The County of Hidalgo has the sole option to renew and extend for an additional two (2) - one (1) year periods.

BIDDER/COMPANY NAME: CTC Distributing, Ltd.

ADDRESS: 615 Blaze Blvd.

CITY: Edinburg **STATE:** Texas **ZIP CODE:** 78539

PHONE №: (956) 686-4351 **FAX №:** (956) 787-9804

AUTHORIZED SIGNATURE: Kelly Madden

PRINTED NAME: Brian Kelly Madden

TITLE: General Manager **EMAIL:** k_madden@ctcdistributing.com

EXHIBIT “C”
INSURANCE REQUIREMENTS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: Mindy Rivera
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: mindy@mcafeeagency.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Goldman Services, Inc., etal CTC Distributing, LTD 615 Blaze Blvd Edinburg TX 78539-7062	INSURER A: United Fire Group INSURER B: Texas Mutual Ins. Co. INSURER C: Hanover Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 17-18 CARGO RENEWAL REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			60483938	11/21/2016	11/21/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits:	$ 1,000,000 $ 200,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			60483938	11/21/2016	11/21/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			60483938	11/21/2016	11/21/2016	EACH OCCURRENCE AGGREGATE	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001176109	1/5/2017	1/5/2018	[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
C	Motor Truck Cargo Warehouse Legal Liability			IHD 3260703-09	6/3/2017	6/3/2018	Single Conveyance/$100,000 500,000 per occ	Deduct/1,000 Deduct/1,000

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

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
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

Richard Garza/MIN

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mindy Rivera
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956)565-2481 FAX (A/C, No): (956)565-2733 E-MAIL ADDRESS: mindy@mcafeeagency.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A : United Fire Group
INSURED	INSURER B : Texas Mutual Ins. Co.
Goldman Services, Inc., etal CTC Distributing, LTD 615 Blaze Bld Edinburg TX 78539-7062	INSURER C : Hanover Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 17-18 WC RENEWAL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		60483938	11/21/2016	11/21/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits:	$ 1,000,000 $ 200,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			60483938	11/21/2016	11/21/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			60483938	11/21/2016	11/21/2017	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001176109	1/5/2017	1/5/2018	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
C	Motor Truck Cargo Warehouse Legal Liability			IHD 3260703-08	6/3/2016	6/3/2017	Single Conveyance/$100,000 500,000 per occ	Deduct/1,000 Deduct/1,000

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

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
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

Richard Garza/MIN

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Additional Named Insureds

Other Named Insureds	
CTC asset Company, Ltd	
CTC Asset Management #1 LLC	
CTC Asset Management #2 LLC	
CTC Distributing, Ltd	
Gold Madden LLC	Limited Liability Company, Additional Named Insured
Goldman & Marcus Enterprises, Inc.	
Goldman Family Management Trust	
PODS of South Texas	
The Adobe Group, Inc.	

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Aggregate			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
2,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Each Claim			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000			1,000		

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	PIP-Basic	PIP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
2,500					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Experience Mod Factor 1	EXP01		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

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AI-60595 **Purchasing Department** **21. A. 4.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of RFP procurement packet [i.e. requirements, legal notice, etc. developed by HC's Health Program Consultant, G. Looney, Alamo Insurance and HC's Benefits Dept., F. Vazquez] as attached hereto for: "Wellness Program Services"-RFP No.: 2017-199-08-02) with review and any modifications necessary to packet to be finalized by the Purchasing Dept. and authority to re-advertise project if required/necessary.

BACKGROUND

Proposed schedule of events:
1st advertisement: July 15, 2017
2nd advertisement: July 22 2017
Acceptance Opening date: August 02, 2017

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact at this point in process is advertising expenses through Purchasing Dept.

Attachments

email
requirements
Eval Criteria
RFP

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/06/2017 02:20 PM

Budget & Management	Veronica Ortiz	07/06/2017 02:27 PM
Merlen P. Munoz	Merlen P. Munoz	07/07/2017 09:39 AM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Darlene Betancourt Started On: 07/06/2017 11:39 AM

Final Approval Date: 07/07/2017

Zimbra **darlene.betancourt@co.hidalgo.tx.us**

Wellness Program

From : Flora Vazquez <flora.vazquez@co.hidalgo.tx.us> Wed, Jul 05, 2017 02:12 PM

Subject : Wellness Program 1 attachment

To : Dina Trevino <dina.trevino@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

Good afternoon,

Attached is the Wellness Program scope of services . I will submit the evaluation criteria shortly. Thank you!

--

Flora Vazquez
Employee Benefits Director
2818 S. Bs Hwy 281
Edinburg, TX 78539
(O)956-292-7025 (F)956-318-2610

Wellness scope of services.docx
15 KB

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

HIDALGO COUNTY
REQUEST FOR PROPOSAL: WELLNESS PROGRAM SERVICES
SPECIFICATIONS/REQUIREMENTS

SCOPE OF SERVICES

In an effort to assist the County in providing its employees with a cost-effective and high quality wellness program, the County is seeking vendors that are highly qualified in rendering wellness program services. It is the County's intent to provide its employees with tools that educate, engage and empower them in maintaining healthy and active lifestyles.

The wellness program services are to be available to the County and its participating entities' active medically covered employees. Currently, the employee participation in the medical plan is 3,777.

Please propose a wellness program with administration ease for the County assuming a limited budget of $50,000 per year for three (3) one (1) year term.

Wellness program implementation date is 10/1/2017.

Wellness program services shall include but are not limited to:

- Program plan and schedule of all activities
- Onsite biometric screenings
    - Venipuncture Services
        - Fasting Lipid/Glucose Panel
            - Total Cholesterol
            - HDL/calc LDL
            - Triglycerides
            - Calc cholesterol/HDL ratio
            - Blood glucose
            - Blood Pressure
            - Calculated BMI- Measured ht/wt and waist circumference
        - Personal Lab Report
- Wellness education, counseling, disease management, and coachingfor those employees identified as "at risk" as per biometric screenings results
- Worksite challengerecommendations and implementation
- Wellness eventrecommendations and implementation of events:(i.e. health fairs, wellness educational outreach, exercise programs, etc.)
- Policy advisement

Vendor shall ensure that all services provided above are in compliance with any laws/statutes regulating wellness programs as well as confidentiality and privacy rights.

DRAFT

Please outline your PEPM charges that would apply to your wellness program below.
Please identify the basic services offered assuming a $50,000 yearly budget. Please also identify the services available at an additional cost.

- PEPM cost _____
- Biometric screening cost _____
- Other (explain) _____
- Rate guarantee _____
- Rate cap _____

DRAFT

HIDALGO COUNTY
WELLNESS PROGRAM SERVICES
RFP EVALUATION FORM

SELECTION CRITERIA

		POINTS	SCORE
I)	**VENDOR QUALIFICATIONS**		
1)	Experience in industry	_____	
2)	References	_____	
3)	Proof of financial stability	_____	
	(Maximum points 15)	**TOTAL POINTS**	_____
II	**DEVELOPMENT MODEL**		
1)	Project structure (Planning, executing, and evaluating effort)	_____	
2)	Wellness/Health Research to identify needs with recommended solutions (How will data/material be evaluated to identify key characteristics about targeted population).	_____	
3)	Program Design including Goals and Objectives (Wellness and Program goals and objectives are defined using information from the research).	_____	
	(Maximum Points 65)	**TOTAL POINTS**	_____
III	**CAPACITY TO PERFORM SERVICES**		
1)	Level of commitment to servicing the account	_____	
2)	Bilingual staff accommodations	_____	
3)	Willingness and capability to travel throughout worksites as directed	_____	
4)	Website tracking, reporting capabilities, outcome analysis	_____	
	(Maximum Points 20)	**TOTAL POINTS**	_____

PROVIDER _____

EVALUATOR _____
(Printe Name)

COMMENTS _____

_____

_____

SIGNATURE _____ DATE _____

RFP NO: 2017-199-08-02	BUYER III: Yvette Salinas	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"Wellness Program Services"

2017-199-08-02

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

1) Sealed proposals will be received for **"Hidalgo County-Wellness Program Services",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2) **One (1) original and seven (7) copie**s of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2017-199-08-02- Hidalgo County-Wellness Program Services"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, AUGUST 02, 2017.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: 2017-199-08-02-YSS- Hidalgo County-Wellness Program Services"

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3) Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** Award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4) Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5) For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7) No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8) Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9) Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10) County reserves the right to accept or reject any or all proposals.

11) Costs are to be net F.O.B., County Prepaid.

12) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15) DELIVERY INSTRUCTIONS FOR GOODS AND SERVICES: (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16) BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract Number (if any)
  d) Notation-**" Hidalgo County-Wellness Program Services"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County –Office of Budget & Management
2818 S. Business Highway 281
Edinburg, TX 78539
Attn: Sergio Cruz
956-292-7025

17) SCHEDULE OF EVENTS:

Proposal Acceptance Date Opening, 9:30 A.M.	**AUGUST 02, 2017**
Award of Contract:	
Commence Service or Products:	

18) ~~BID OR PERFORMANCE BOND AND~~ DEBARMENT CERTIFICATION~~; PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19) **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20) DISCLOSURE OF CONFLICT OF INTEREST:

- Effective **January 1, 2016**, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D-1,** the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Complete Form CIQ must be sumitted to the Hidalgo County Clerk's Office located at 100 North. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER. 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 RFP 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 RFP Project No. (i.e. 2016-076), 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 TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT WILL BE INCLUDED IN PACKET AS EXHIBIT "D-2" This is to inform all prospective Vendors of the new statute (HB 23), becoming effective on September 01, 2015.

FORM CIS IS THE SOLE RESPONSIBILITY OF THE COUNTY. (FORM IS INCLUDED FOR INFORMATION PURPOSE ONLY)- SHOULD YOU HAVE ANY QUESTIONS REGARDING HB23, (FORM CIS) PLEASE DIRECTED YOURSELF AND/OR CONSULT WITH YOUR LEGAL COUNSEL.

22) If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

23) Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24) Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25) Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26) Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

28) Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

29) Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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 proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32) Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

33) Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

HIDALGO COUNTY

"WELNESS PROGRAM SERVICES"
2017-199-08-02-YSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

FIRM: _____

ADDRESS: _____

BY: _____

PRINT NAME: _____

TITLE: _____

AI-60639 **Purchasing Department** **21. B. 1.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: David Fuentes, COMM. PCT. #1

Submitted By: Noemi De Los Rios, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Pct. 1 FEMA

1. Ratification of Change Order No. 1 in connection with Contract C-16-400-03-07 FEMA Road Improvement to Mile 1.5 West as recommended by project engineer International Consulting Engineers with a cost decrease of $331.92;
2. Certificate of Substantial Completion as submitted by 2GS,LLC. for the provision of FEMA Road Improvements to Mile 1.5 West under Contract C-16-400-03-07;
3. Requesting acceptance and approval of Application for Payment No. 2 (Final) in the amount of $120,349.12 as submitted by 2GS,LLC. for the provision of FEMA Road Improvements to Mile 1.5 West under Contract# C-16-400-03-07.

BACKGROUND

Pct. 1 / FEMA Road Improvements Project- Mile 1.5 West

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1280-431-00-121-800-5-721

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

BUDGETARY IMPACT:

REQ# 341968 PO# 761299
C-16-400-03-07

Attachments

Change Order No. 1 - 2GS,LLC. Mile 1.5 West

Cert. of Substantial Comp. - 2GS,LLC. (Mile 1.5 West)

Appl. for Pmt #2 2GS,LLC. (Mile 1.5 West)

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/07/2017 04:22 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Noemi De Los Rios Started On: 07/07/2017 11:02 AM

Final Approval Date: 07/07/2017

CHANGE ORDER NUMBER ONE (1)

Project: Hidalgo County Precent No. 1 - FEMA Road Improvements - Site #1 Mile 1 1/2 West

DATE OF ISSUANCE: May 5, 2017 EFFECTIVE DATE: 12-May-17

OWNER: Hidalgo County
OWNER'S CONTRACT NO: C-2016-400-03-07

CONTRACTOR: 2GS, LLC, Dba Earthworks Enterprise
P. O. Box 595
Peñitas, TX 78576-0595

ENGINEER: Jimenez Engineering Solutions dba ICE
1722 N. Closner Blvd. Suite B
Edinburg, TX. 7854

You are directed to make the following changes in the Contract Documents.

Description:

1. Item # 4 Lime Type A Slurry
2.
3.
4.
5.
6.

Reason for Change Order:

1. Item # 4 Lime Type A Slurry - Changes in Project Quantity, utilized 377.16 Tons instead of 379.00 Tons
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
$ 350,867.20		Substantial Completion:	120 calendar days or dates
Net Changes from previous Change Order		Net Change from previous Change Orders	
$ -		0 calendar days	
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
$ 350,867.20		Substantial Completion:	120 calendar days or dates
Net Increase(decrease) of this Change Order		Net Increase(decrease) of this Change Order	
$ (331.92)		0 calendar days	
Contract Price with all approved Change Orders	Net % increase(decrease)fro original contract price.	Contract Time with all approved Change Orders	
$ 350,535.28	-0.09%	Substantial Completion	120 calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 6/26/17

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: June 20th, 2017

Exhibit E-B

Hidalgo County Judge | By | Date

Certificate of Substantial Completion

PROJECT: Hidalgo County Precinct No. 1 FEMA Road Improvements Site 1: Mile 1 1/2 West (Between Mile 11 North Road and Mile 12 North Road)

PROJECT NUMBER: C-16-400-03-07

OWNER: Hidalgo County

CONTRACTOR: 2GS, LLC Dba Earthworks Enterprise

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

International Consulting Engineers	Luis Nava	July 6, 2017
Engineering Firm	By: Project Engineer	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 and complete the work by July 6, 2017
Date

2GS, LLC Dba Earthworks Enterprise	By:	July 6, 2017
Contractor		Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 a.m./p.m. on July 6, 2017.
Date

	Hidalgo County Pct. 1	July 6, 2017
Owner	By	Date

Certificate of Substantial Completion

PROJECT: Hidalgo County Precinct No. 1 FEMA Road Improvements Site 1: Mile 1 1/2 West (Between Mile 11 North Road and Mile 12 North Road)

PROJECT NUMBER: C-16-400-03-07

OWNER: Hidalgo County

CONTRACTOR: 2GS, LLC Dba Earthworks Enterprise

LIST OF ITEMS TO BE COMPLETED OR CORRECTED FOR THE ABOVE REFERENCED PROJECT.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

PREPARED BY:

International Consulting Engineers
ENGINEERING FIRM

BY: Project Engineer

July 6, 2017
Date

APPLICATION FOR PAYMENT NO. TWO (2)

To: HIDALGO COUNTY (OWNER)
From: 2GS, LLC, dba Earthworks Enterprise (CONTRACTOR)
Contract: Hidalgo County

Project: FEMA Road Improvements - Site #1 Mile 1 1/2 West

Owner's Contract No. C-16-400-03-07 Engineer's Project No. PURCHASE ORDER #
For Work accomplished through the date of: July 2, 2017 761299

1. Original Contract Price:			$ 350,867.20
2. Net change by Change Order and Written Agreements(-):			$ (331.92)
3. Current Contract Price (1 plus 2):			$ 350,535.28
4. Total completed and stored to date:			$ 350,535.28
5. Retainage (per Agreement):			
10% of completed Work:		$35,053.53	
of stored material			
Total Retainage:			$ 35,053.53
6. Total completed and stored to date less retainage (4 minus 5)			$ 315,481.75
7. Less previous Application for Payments:			$ 195,132.63
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)			$ 120,349.12

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 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.

INVOICE RECEIVED BY
Mimi CID on 7/6/17
GOODS/SERVICES RECEIVED BY:
Oscar Gonzales on

Date July 6, 2017

2GS, LLC, dba Earthworks Enterprise
(CONTRACTOR)

By: _____
Humberto Garcia, Jr.
Member
P.O. Box 595
Peñitas, Texas 78576-0595

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 05 day of July 2017.

KARLA DE LA ROSA
Notary Public, State of Texas
Comm. Expires 06-21-2021
Notary ID 131181353

Notary Public: Karla de la Rosa
My Commission expires: 6/21/21

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 7-6-17

International Consulting Engineers (I.C.E.)
(ENGINEER)

By: _____ P.E.

Exhibit E-C

Estimate Quantity Update Worksheet

Colonia: **Site 1 Mile 1 1/2 West Road**
Roadway: **FEMA - Site #1 Mile 1 1/2 West Road**
Control:
Project No: **C-16-400-03-07**
County: Hidalgo County
Estimate: 2

Work Type: Road Improvements
Limits:
From: Mile 11 North
To: Mile 12 North

Contractor: **2GS, LLC**
Contract Price: $350,535.28
Work Done this Mo.: $350,535.28
% Complete: 100.00%

Date Contract Began: May 12, 2017
Contract Time: 120
Time Charged: 68
% Time Used: 56.67%

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
Item No.	DESCRIPTION	Unit	Project Quantity	Unit Price	Project Amount	Monthly Quantity	QTY to Date	Item Cost (Monthly)	Monthly Quantity	QTY to Date	Item Cost (Monthly)	Monthly Quantity	QTY to Date	Item Cost (Monthly)
	BASE BID													
1	Preparing ROW	STA	52.00	$ 500.00	$ 26,000.00	52.00	52.00	$ 26,000.00		52.00	$ -			$ -
2	Traffic Control	LS	1.00	1,800.00	1,800.00	1.00	1.00	1,800.00		1.00	-			-
3	Street Excavation (9 1/2" Pavement and Caliche)	CY	3,952.00	8.60	33,987.20	3,952.00	3,952.00	33,987.20		3,952.00	-			-
4	Lime Type A Slurry	Tons	379.00	180.00	68,220.00	377.156	377.16	67,888.08	1.844	379.00	331.92			-
5	8" Subbase with 6% Lime (Compacted in place)	SY	14,820.00	1.25	18,525.00	14,820.00	14,820.00	18,525.00		14,820.00	-			-
6	6" New Caliche Flexible Base with 1.5% Lime (Compacted in place)	SY	14,820.00	5.25	77,805.00	11,115.00	11,115.00	58,353.75	3,705.00	14,820.00	19,451.25			-
7	Prime Coat (MC-30)	GAL	2,964.00	5.00	14,820.00		-	-	2,964.00	2,964.00	14,820.00			-
8	1 1/2" Asphalt Type "D"	Tons	1,170.00	85.00	99,450.00		-	-	1,170.00	1,170.00	99,450.00			-
9	Regrade Roadside Ditch	LF	10,260.00	1.00	10,260.00	10,260.00	10,260.00	10,260.00		10,260.00	-			-
	Total Base Bid				**$ 350,867.20**			**$216,814.03**			**$134,053.17**			$ -
	CHANGE ORDER#1													
4	Lime Type A Slurry	Tons	1.844	180.00	$ (331.92)				1.844	1.844	$ (331.92)			
	TOTAL				**$ 350,535.28**			**$ 216,814.03**			**133,721.25**			

Monthly Totals:	$ 216,814.03	$ 133,721.25	$ -
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905)	$ 216,814.03	$ 134,053.17	$ -
Drainage (906)			
CHANGE ORDER	$ -	$ (331.92)	

Total to Date:

Base Bid	$ 350,867.20
	$ -
	$ (331.92)
Total	$ 350,535.28

Martha Diaz

Prepared and Checked By:

Signature: _____ Date: July 6, 2017

Printed Name: Humberto Garcia Jr.

2GS, LLC, dba Earthworks Enterprise	Contractor Name	Application No.:	2
5/12/17	Starting Date	Application Date:	July 6, 2017
9/9/17	Project Ending Date	Period To:	7/2/17
FEMA Road Improvements - Site #1 Mile 1 1/2 West	Engineer's/County Project Description	Engineer's/County Project No.:	C-16-400-03-07

					Original Schedule Value			Value		First Month			Second Month			Third Month				Balance to Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		BASE BID																			
1		Preparing ROW	STA	$ 500.00	52.00	$ 26,000.00				52.00	52.00	$ 26,000.00	-		$ -	-		$ -	$ 26,000.00	-	$ -
2		Traffic Control	LS	1,800.00	1.00	1,800.00				1.00	1.00	1,800.00	-		-	-		-	1,800.00	-	-
3		Street Excavation (9 1/2" Pavement and Caliche)	CY	8.60	3,952.00	33,987.20				3,952.00	3,952.00	33,987.20	-		-	-		-	33,987.20	-	-
4		Lime Type A Slurry	Tons	180.00	379.00	68,220.00				377.16	377.156	67,888.08	1.844		331.92	-		-	68,220.00	-	-
5		8" Subbase with 6% Lime (Compacted in place)	SY	1.25	14,820.00	18,525.00				14,820.00	14,820.00	18,525.00	-		-	-		-	18,525.00	-	-
6		6" New Caliche Flexible Base with 1.5% Lime (Compacted in place)	SY	5.25	14,820.00	77,805.00				11,115.00	11,115.00	58,353.75	3,705.00		19,451.25	-		-	77,805.00	-	-
7		Prime Coat (MC-30)	GAL	5.00	2,964.00	14,820.00				-	-	-	2,964.00		14,820.00	-		-	14,820.00	-	-
8		1 1/2" Asphalt Type "D"	Tons	85.00	1,170.00	99,450.00				-	-	-	1,170.00		99,450.00	-		-	99,450.00	-	-
9		Regrade Roadside Ditch	LF	1.00	10,260.00	10,260.00				10,260.00	10,260.00	10,260.00	-		-	-		-	10,260.00	-	-
		Total Base Bid				**$ 350,867.20**						**$ 216,814.03**			**$ 134,053.17**			$ -	**350,867.20**		$ -
		CHANGE ORDER#1																			
4		Lime Type A Slurry	Tons	1.844	180.00	$ (331.92)				-			1.844		(331.92)				(331.92)		
		TOTAL				**$ 350,535.28**						**$216,814.03**			**$ 133,721.25**				**$ 350,535.28**		

2GS, LLC, dba Earthworks Enterprise	Contractor Name	Application No.:	2
May 12, 2017	Starting Date	Application Date:	July 6, 2017
September 9, 2017	Project Ending Date	Period To:	July 2, 2017
10%	Retainage Percent	Engineer Firm:	International Consulting Engineers (I.C.E)

Summary

CSJ #	Project Name	Original Schedule	Revised Schedule Value	Payment Application #1	Payment Application #2	Payment Application #3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
C-16-400-03-07	Site 1 Mile 1 1/2 West Road	$ 350,867.20	-$ 331.92	$ 216,814.03	$ 133,721.25	$ -	$ 350,535.28	$ 0.00	$ 35,053.53	$ 315,481.75	$ 195,132.63	$ 120,349.12
				-				-	-	-	-	-
				-			-	-	-	-	-	-
				-			-	-	-	-	-	-
				-			-	-	-	-	-	-
				-			-	-	-	-	-	-
				-			-	-	-	-	-	-
Totals			$ 350,535.28	$ 216,814.03	$ 133,721.25	$ -	$ 350,535.28	$ 0.00	$ 35,053.53	$ 315,481.75	$ 195,132.63	$ 120,349.12

AI-60642 **Purchasing Department** **21. B. 2.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: David Fuentes, COMM. PCT. #1 **Submitted By:** Erica Espinosa, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Pct. 1 requesting approval of the following TEDSI Infrastructure Group Invoices for engineering services rendered for the Mile 6 project.

A. Inv. 201726 in the amount of $40,515.75 for Work Authorization No. 3.
B. Inv. 201727 in the amount of $111,514.70 for Work Authorization No. 4.

BACKGROUND

PO 741616, PO 745952

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1315-431-00-121-039-XXX

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

BUDGETARY IMPACT:

Funding available PO 741616 (50/50%) and PO 745952 (80/10/10%).

Attachments

TEDSI Inv. 201726
TEDSI Inv. 201727

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/07/2017 03:15 PM
Budget & Management	Veronica Ortiz	07/07/2017 03:24 PM
Ivan Cantu	Ivan Cantu	07/07/2017 03:39 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Erica Espinosa		Started On: 07/07/2017 11:42 AM
Final Approval Date: 07/07/2017		

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

March 10, 2017
Project No: 2009-1032-03
Invoice No: 201726

Raul Lozano
Hidalgo County Precinct No. 1
1902 Joe Stephens Avenue
Weslaco, TX 78599

Project 2009-1032-03 Mile 6 West - Mile 9 to Mile 11 PS&E

Provide Services for Mile 6 West from Mile 9 North to Mile 11 North
Contract No. C-08-227-02-09
Purchase Order No. 741616
Work Authorization No. 3

Professional Services from January 01, 2017 to February 28, 2017

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
General Management & Coordination	155,400.00	90.00	139,860.00	139,860.00	0.00
General PS&E	126,090.00	90.00	113,481.00	113,481.00	0.00
Traffic Control Plans	97,300.00	90.00	87,570.00	87,570.00	0.00
Roadway Details	282,420.00	90.00	254,178.00	254,178.00	0.00
Drainage Details	189,890.00	90.0047	170,910.00	170,910.00	0.00
Traffic Items	150,525.00	90.00	135,472.50	135,472.50	0.00
Environmental & SWPPP	44,890.00	90.00	40,401.00	40,401.00	0.00
Survey	50,000.00	100.00	50,000.00	50,000.00	0.00
ROW Acquisition	376,000.00	20.9894	78,920.00	42,087.50	36,832.50
Subconsultant Management	42,600.00	38.6461	16,463.25	12,780.00	3,683.25
Total Fee	1,515,115.00		1,087,255.75	1,046,740.00	40,515.75

Total Fee **40,515.75**

Billing Summary	Current	Prior	To-Date
Total Billings	40,515.75	1,046,740.00	1,087,255.75
Total Fee			1,515,115.00
Remaining Fee			427,859.25

Total this Invoice **$40,515.75**

PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group, Inc.
738 Highway 6 South, Suite 430
Houston, Texas 77079

Authorized By: Mark Corbitt Date: 03-10-2017
Mark D. Corbitt, P.E.
Project Manager

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

Project Progress Report

TO: Commissioner David Fuentes
DATE: March 10, 2017
FROM: Craig F. Stong, P.E.
TEDSI PROJECT NO.: 2009-1032-03
REFERENCE:

Mile 6 West-Mile 9 to Mile 11 PS&E

TEDSI INVOICE NO: 201726 **PROFESSIONAL SERVICES FROM:** January 01, 2017 to February 28, 2017

PHASE	CONTRACTOR	TASK COMPLETED
General Management & Coordination	TEDSI 90%	TEDSI continues to manage the production of the PS&E for the Mile 6W Project including design and production of PS&E, ROW, Utilities
General PS&E	TEDSI 90%	TEDSI continues production of the PS&E for Mile 6W. TEDSI submitted the 90% set of plans to Precinct 1 for review on November 21, 2016.
Traffic Control Plans	TEDSI 90%	TEDSI continues work on the TCP for the Mile 6W project. TEDSI submitted the 90% set of plans to Precinct 1 for review on November 21, 2016.
Roadway Details	TEDSI 90%	TEDSI continues development of the Roadway details such as roadway layout, template production for cross sections and production of a profile to accommodate the proposed pavement section. TEDSI submitted the 90% set of plans to Precinct 1 for review on November 21, 2016.
Drainage Details	TEDSI 90%	TEDSI submitted the 90% set of plans to Precinct 1 for review on November 21, 2016.
Traffic Items	TEDSI 90%	TEDSI submitted the 90% set of plans to Precinct 1 for review on November 21, 2016.
Environmental & SWPPP	TEDSI 90%	TEDSI has begun work on the Env/SWPPP portion of this project to meet the requirements of TXR1500000. TEDSI submitted the 90% set of plans to Precinct 1 for review on November 21, 2016.
Survey	Aranda 100%	Task has been completed.
ROW Acquisition	HALFF 20.9894%	HALFF is continuing acquisition as directed.
Subconsultant Management	TEDSI 38.6461%	TEDSI continues to manage the ROW acquisition for the Mile 6 W project.

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

March 10, 2017
Project No: 2009-1032-04
Invoice No: 201727

Raul Lozano
Hidalgo County Precinct No. 1
1902 Joe Stephens Avenue
Weslaco, TX 78599

Project 2009-1032-04 Mile 6 West - Mile 9 to Mile 11 (Work Authorization No. 4)

Professional Engineering Services for Mile 6 West from Mile 9 North to Mile 11 North
Contract No. C-08-227-02-09
Purchase Order No. 745952
Work Authorization No. 4

Professional Services from January 01, 2017 to February 28, 2017

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
TEDSI Coordination	80,460.00	60.00	48,276.00	48,276.00	0.00
Subsurface Utility-Cordia SUE, LLC	116,000.00	90.7284	105,245.00	105,245.00	0.00
ROW Acquisition, Halff & Assoc, Inc.	360,957.50	77.1182	278,364.00	176,987.00	101,377.00
TEDSI Management Fee	71,543.70	74.17	53,063.93	42,926.23	10,137.70
Total Fee	628,961.20		484,948.93	373,434.23	111,514.70
		Total Fee			**111,514.70**

Billing Summary	Current	Prior	To-Date	
Total Billings	111,514.70	373,434.23	484,948.93	
Total Fee			628,961.20	
Remaining Fee			144,012.27	
		Total this Invoice		**$111,514.70**

PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group, Inc.
738 Highway 6 South, Suite 430
Houston, Texas 77079

Authorized By: Mark Corbitt Date: 03-10-2017
Mark D. Corbitt, P.E.
Project Manager

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

Project Progress Report

TO: Commissioner David Fuentes	**DATE: March 10, 2017**
FROM: Craig F. Stong, P.E.	**TEDSI PROJECT NO.: 2009-1032-04**
REFERENCE:	

Mile 6 West-Mile 9 to Mile 11 ROW

TEDSI INVOICE NO: 201727 **PROFESSIONAL SERVICES FROM: January 01, 2017 to February 28, 2017**

PHASE	CONTRACTOR	TASK COMPLETED
TEDSI Coordination	TEDSI 60%	TEDSI continues to coordinate the acquisition of ROW for the Mile 6 W project.
Subsurface Utility	Cordia SUE 90.7284%	Preliminary SUE test hole report submitted. Pending review/finalization of report.
ROW Acquisition	HALFF 77.1182%	Halff and Associates is continuing acquisition of ROW as directed
TEDSI Management Fee	TEDSI 74.17%	TEDSI has reviewed submitted ROW documents and is continuing to oversee acquisition for the Mile 6 W project.

AI-60515 **Purchasing Department** **21. C. 1.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the contract between HC Pct. #4 and RGV Asphalt, LLC for "Road Improvements to Sunflower Road" - RFB No. 2017-128-05-24-HGO subject to all statutory compliance and final legal review [Atlas-Hall-Rodriguez].

BACKGROUND

Items missing at time of moving agenda item from my inbox are:
P&P Bonds as we cannot forward and provide to legal for review without them.
We will await their submission and send to legal immediately and attach prior to agenda meeting.

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Accounts numbers provided from Pct. #4:
7-1347-431-00-124-189-0-721
7-1350-431-00-124-189-0-721

Attachments

HB1295
Hid. Co. Pct. 4 Sunflower Road-Contract
Sunflower Road_PlanSet
Legal Approval

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/05/2017 03:19 PM
Budget & Management	Veronica Ortiz	07/05/2017 03:27 PM

Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Heidi Ortiz		Started On: 06/29/2017 10:13 AM
Final Approval Date: 07/07/2017		

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:
2017-232113

Date Filed:
07/05/2017

Date Acknowledged:
07/05/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RGV ASPHALT,LLC
Donna, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-17-128-06-27
Construction

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:
2017-232113
Date Filed:
07/05/2017
Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
RGV ASPHALT,LLC
Donna, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Hidalgo County

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
C-17-128-06-27
Construction

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.

JESSICA L. MENDIOLA
NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES
NOVEMBER 12, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said RGV Asphalt LLC, this the 5th day of July, 20 17, to certify which, witness my hand and seal of office.

Jessica L Mendiola — Jessica L Mendiola

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CONSTRUCTION CONTRACT
FOR

HIDALGO COUNTY PRECINCT NO. 4
ROAD IMPROVEMENTS TO SUNFLOWER ROAD PROJECT
(From Mile 17 Road to SH 107 Road)

CONTRACT NO.: C-17-128-06-27
PROJECT NO.: 2017-128-05-24-HGO

PREPARED BY:

South Texas Infrastructure Group, Inc.

900 S. Stewart Road, Suite 13
Mission, Texas 78572
Office No.: (956) 424-3335
Fax No.: (956) 424-3132
Email Address: julio@southtexasig.com
TBPE REG NO.: F-15000

TABLE OF CONTENTS
ROAD IMPROVEMENT OF SUNFLOWER ROAD PROJECT

1) Request for Bids
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
3a) Statement of Credentials
4) Information for Bidders
5) Exhibit B-Bid Page
6) Bid Proposal
7) Bid Bond
8) Construction Contract
9) Non-Collusion Affidavit of Prime Bidder
10) Payment Bond
11) Performance Bond
12) **Exhibit C-Insurance Requirements**
- **a.** Certificate of Insurance (sample)
- **b.** Insurance Requirement Acknowledgment (page 3 of 4)
- **c.** Project Requirement Acknowledgment (page 4 of 4)

13) General Conditions of the Agreement
14) Title 29 Labor
15) Standard General Condition of Construction Contract
16) Supplemental General Condition
17) **Exhibit A** General Notes & Standard Specifications
- **a.** Engineer's Seal
- **b.** General Notes
- **c.** Governing Specifications & Special Provisions

18) **Exhibits D-F**
- **a.** Exhibit D-Conflict of Interest Questionnaire
- **b.** Exhibit E-Bidder/Vendor Application
- **c.** Exhibit E-FormW-9
- **d.** Exhibit F-Debarment
- **e.** Sales Tax and Local Sales Tax Certificate

19) **Wage Rates**
- **a.** Government Code Ch 2258
- **b.** Davis Bacon - Prevailing Wage Rates

20) **Section E**
- a. Checklist for Documentation for Road Construction
- b. Change Order (Blank E-b)
- c. Application for Payment
- d. Estimate Quantity Worksheet Sample
- e. Schedule of Values (Blank)
- f. Contract Time Statement
- g. Construction Indentification Sign
- h. List of Suppliers
- i. Partial/Final Waiver of Lien
- j. Contractor's Affidavit of Payment of Debts and Claims
- k. Prevailing Wage Rates Certificate Statement
- l. Certificate of Construction Completion
- m. Contractor's Affidavit of Release of Liens
- n. Payment Schedule
- o. Quantity Worksheet
- p. Retainage Release TXDOT Final Inspection letter (N/A)

21) **Exhibit G**
- a. Appendix A
- b. Appendix B
- c. Appendix C
- d. Appendix D
- e. Appendix E

22) **RFB Submittal Checklist**

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids ON **"Road Improvements to Sunflower Road" – Hidalgo County Precinct No. 4 – Bod No. 2017-128-05-24-HGO.**

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: **South Texas Infrastructure Group, L.L.C., Mr. Julio C. Cerda, P.E., 900 S. Steward Rd., Suite 13, Mission, Texas 78572,** Phone No. **(956) 424-3335** for the amount of **$100.00 non-refundable**. General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

PRE-BID CONFERENCE is scheduled for **Monday, May 15, 2017 at 1:30 P.M.** at **HIDALGO COUNTY PURCHASING DEPARTMENT, NEW ADMINISTRATION BUILDING-2812 Business Highway 281, Edinburg, Texas 78539.**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package, and **Bid No. 2017-128-05-24-HGO- Hidalgo County Precinct No. 4 "ROAD IMPROVEMENTS TO SUNFLOWER ROAD"** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE AND/OR PACKAGE.**

The sealed bid must contain one (1) original, three (3) copies and one (1) CD in PDF format and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address: Hidalgo County New Administration Building, 2812 S. Business Hwy 281, Edinburg, TX 78539
Physical Location: Hidalgo County New Administration Building, 2802 S. Business Hwy. 281 (Southeast of Canton Road and Business Highway 281) Edinburg, TX 78539.

BIDS ACCEPTANCE: Sealed bids will be accepted until **9:30 A.M. on Wednesday, May 24, 2017** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Attention is called to the fact that not less than, the most current federally determined prevailing (**Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

Typed-written RFI's shall be sent to Engineer's Office, attention Victor H. Trevino at fax number (956) 424-3132 or email to victor@southtexasig.com. Please call (956) 424-3335 to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by **5:00 P.M.** on **May 17, 2017**. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda. All bidders will be required to return Addenda as part of the bid packet.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the **2nd** day of **May, 2017**.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

May 8, 2017

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY PRECINCT NO. 4 (all funding sources, programs & entities)**
Request for Bids -**"Road Improvements to Sunflower Road"**
RFB No: 2017-128-05-24-HGO

Dear Ladies/Gentlemen:

Enclosed, please find the Request for Bids (RFB) packet**. Modifications and new requirements** have been added and implemented so 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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/*hgo*
Enclosures

REQUEST FOR BIDS
Hidalgo County Precinct No. 4
"Road Improvements of Sunflower Road"

BID OPENING DATE
Wednesday, Mary 24, 2017 at 9:30 am.

Contact Person: Heidi Garcia Ortiz, Buyer III

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281-Adminstration 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 PRECINCT NO. 4–ROAD IMPROVEMENTS OF SUNFLOWER ROAD"** 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 and One (1) CD in PDF Format** are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID NO. 2017-128-05-246-HGO "HIDALGO COUNTY PRECINCT NO. 4 – ROAD RIMPORMENTS OF SUNFLOWER ROAD"** and in County's Purchasing Department with a physical address of: 2802 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539, and a mailing address of: 2812 S. Business Hwy. 281, Edinburg, Texas 78539, **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 PRECINCT NO. 4-ROAD IMPROVEMENTS OF SUNFLOWER ROAD - RFB NO. 2017-128-05-24-HGO".** Hidalgo County reserves the right to refuse and reject any/all RFB 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 property executed and included with your bid:

   1. Legal Notice (See page 9);
   2. Bid Page—Procurement From—Areas of Specialization (See **Exhibit "B"**);
   3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
   4. From 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"**);
   7. SAMS.gov Registration Acknowledgment (See **Number 19** 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 services 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(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect

the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. 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.

14. 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.

15. 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.

16. 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

17. 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 PRECINCT NO. 4-RFB NO.: 2017-128-05-24-HGO "ROAD IMPROVEMENTS OF SUNFLOWER ROAD."** 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 Highway 281
Edinburg, Texas 78539
(956) 318-2511

18. Schedule of Events

Bid Opening, 9:30 A.M.	**May 24, 2017**
Award of Contract	**, 20**
Commence Work or Deliver Products	**, 20**

19. 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 at 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.

20. 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 2000d04) an 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 bid 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.

21. 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 OCUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

22. Disclosure of Conflict of Interest

- Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D-1, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. **By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed**. The disclosure requirement applies to a person or business 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.

23. 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. (2017-128) 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 delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. ***HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.***

24. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

25. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. Statement of Credentials:

In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the "STATEMENT OF CREDENTIALS." All questions must be answered and the data given must be clear and comprehensive. **The statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

It must include the following: general bidder information, experience, contracts on hand, and subcontractor(s) information.

In addition, except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and worker's compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

LEGAL NOTICE

Bid for
HIDALGO COUNTY PRECINCT NO. 4
"ROAD IMPROVEMENTS OF SUNFLOWER ROAD"
BID NO.: 2017-128-05-24-HGO

To: 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

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: REV ASPHALT, LLC

Address: 722 E. ANDERSON RD.
DONNA TEXAS 78537

By:

Printed Name: Alvaro Torres

Title: Managing Member / owner

BIDDERS ACKNOWLEDGEMENT
Bid for
HIDALGO COUNTY PRECINCT NO. 4
"ROAD IMPROVEMENTS OF SUNFLOWER ROAD"
BID NO.: 2017-128-05-24-HGO

To: Martha L. Salazar, CPPB. Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy. 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy. 281
(Southeast of Canton Rd & Business 281
Edinburg, Texas 78539)

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws. the undersigned bidder proposes and commits to furnish all labor, equipment, material. software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids. as contained in the Specifications.

Respectfully submitted,

Bidder: RGV ASPHALT, LLC
Address: 722 E. ANDERSON RD.
By: DONNA TEXAS 78537
Printed Name: Alvaro Torres
Title: Managing Member

STATEMENT OF CREDENTIALS

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirement of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: RGV Asphalt, LLC

Address: 722 E Anderson Rd
Donna, TX 78537

Date Organized: 2016 Date Incorporated: 3-17-2016

Office Number: 956-975-5320 Fax Number: 956-464-7416

Number of years in business under present name: 1

Type of work performed by your company: Site Preparation, Sub Grade Prep, Asphalt Paving, Concrete Paving, Concrete Foundation, Tilt wall construction, Under Ground Utilites

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: "See Attached"

Address:

Ph/Fx Number: Email:

Scope of Work Description:

Date Completed: Total Cost:

****

2. Owner: None

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. Owner: N/A

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

4. Owner: N/A

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

5. Owner: N/A

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

N/A

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

Failure to submit the information as required may result in a disqualification of your bid.

"See ATTached"

5. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the general contractor/bidder shall perform no more than eighty percent (80%) of the work with his own organization, and no less than twenty percent (20%) of the work may be subcontracted.

   The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

   Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

   Bidders shall carefully examine the plans, specifications, and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications, or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

   Bidder herby certifies that said company carried liability coverage and workers' compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

   Furthermore, Bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

   All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this 28th day of May, 2017.

By _____

Title Managing Member / owner

Subscribed and sworn to me this 28th day of May, 2017.

By: _____

Notary Public in and for HIDALGO County, Texas

My commission expires 11-12-18

JESSICA L. MENDIOLA
MY COMMISSION EXPIRES
NOVEMBER 12, 2018

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County **Precinct No. 4** (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until **Wednesday, May 24, 2017** at **9:30 am** and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County Precinct No. 4 **Street Improvement to Sunflower Road Project (From Mile 17 Road to SH 107 Road).**

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed forms and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,

b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s): **Street Improvements to Sunflower Road (From Mile 17 Road to SH 107)**

6. Qualifications of Bidder[i]

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within 80 working days **"Standard Workweek"** thereafter. Bidder must agree also to pay as liquidated damages, the sum of $500.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Mr. Julio C. Cerda, P.E. at South Texas Infrastructure Group, L.L.C., 900 S. Stewart Road, Ste. 13, Mission, Texas 78572, email address julio@southtexasig.com and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

Bid Page

Hidalgo County Precinct No. 4 – Sunflower Road Project

Bid No.: 2017–128-05-24-HGO

SCOPE OF WORK DESCRIPTION:
PROVIDE BIDS FOR "Four Lane Urban Section Road consisting of an Irrigation Structure, Grading, Lime Treated Subgrade, Flexible Base, Asphaltic Concrete Pavement, Curb and Gutter, Storm Sewer, Signing and Pavement Markings."

BID PRICE: $ 171,738.50

BIDDER/COMPANY NAME: RGV ASPHALT, LLC

ADDRESS: 722 E. ANDERSON RD.

CITY/STATE/ZIP CODE: DONNA TEXAS 78537

PHONE & FAX NO'S: 956-464-7416

CELLULAR #: 956-975-5320

AUTHORIZED SIGNATURE: [signature]

OPENED
9:56 5-31-17

PRINTED NAME: Alvaro Torres

TITLE: Managing Member

Witnessed

Bidder acknowledges the following addendum(s):

1 & 2 ✓

Hidalgo County

****** BID PROPOSAL SHEETS ******

SUNFLOWER RD PROJECT

Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
100	6002		PREPARING ROW One Thousand one Hundred Twenty DOLLARS and Zero CENTS	STA	11.20	$100.00	$1,120.00
104	6015		REMOVING CONC (SIDEWALKS) fifty-nine dollars DOLLARS and fifty CENTS	SY	17.00	$3.50	$59.50
103	6017		REMOVING CONC (DRIVEWAYS) Four Hundred ninety DOLLARS and fifty CENTS	SY	109.00	$4.50	$490.50
110	6001		EXCAVATION (ROADWAY) Four Thousand - Six Hundred eighty DOLLARS and Zero CENTS	CY	624.00	$7.50	$4,680.00
112	6003		SUBGRADE WIDENING (17' WIDTH) Eight Thousand - sixty eight DOLLARS and Zero CENTS	SY	2,017.00	$4.00	$8,068.00
132	6006		EMBANKMENT(FINAL) (DENS CONT) (TY C) One Thousand, One Hundred Thirty six DOLLARS and Zero CENTS	CY	71.00	$16.00	$1,136.00
164	6022		CELL FBR MLCH SEED (PERM) (RURAL) (SANDY) Nine Hundred DOLLARS and Zero CENTS	AC	0.36	2,500.00	$900.00
168	6001		VEGETATIVE WATERING Eight Hundred Twenty-Five DOLLARS and Zero CENTS	MG	55.00	$15.00	$825.00
203	6003		SPRINKLING (DUST CONTROL) One Thousand, eight Hundred DOLLARS and Zero CENTS	MG	90.00	$20.00	$1,800.00
247	6225		FL BS (RDWY DEL)(TY E GR 4)(FNAL POS) Thirteen Thousand, Four Hundred forty DOLLARS and Zero CENTS	CY	448.00	$30.00	$13,440.00
260	6015		LIME TREAT (NEW BASE) (8") Two Thousand, Seventeen DOLLARS and Zero CENTS	SY	2,017.00	$1.00	$2,017.00

OPENED 9:56 5-31

Witnessed

SUNFLOWER RD PROJECT							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
260	6043		LIME (HYD, COM OR QK) (SLURRY) Two Thousand, Two Hundred eighty DOLLARS and Zero CENTS	TON	19.00	$ 120.00	$ 2,280.00
310	6009		PRIME COAT (MC-30) One Thousand, nine Hundred DOLLARS and zero CENTS	GAL	380.00	$ 5.00	$ 1,900.00
341	6047		D-GR HMA TY-D SAC-A PG76-22 Twenty-eight Thousand, seven hundred twenty DOLLARS and Zero CENTS	TON	359.00	$ 80.00	$ 28.720.00
400	6006		CUT & RESTORING PAV Sixty-six DOLLARS and Zero CENTS	SY	22.00	$ 3.00	$ 66.00
400	6011		SAND BACKFILL One Thousand, Four hundred eighty-eight DOLLARS and Zero CENTS	CY	496.00	$ 3.00	$ 1,488.00
402	6001		TRENCH EXCAVATION PROTECTION Four Thousand, nine Hundred sixty-eight DOLLARS and Zero CENTS	LF	1,242.00	$ 4.00	$ 4,968.00

OPENED
9:56 5-31-17

Witnessed

SUNFLOWER RD PROJECT

Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
432	6001		RIPRAP (CONC)(4 IN) Three Hundred Seventy-five DOLLARS and Zero CENTS	CY	15.00	$ 25.00	$ 375.00
464	6003		RC PIPE (CL III)(18 IN) Four Thousand, nine Hundred DOLLARS and Zero CENTS	LF	140.00	$ 35.00	$ 4,900.00
464	6038		RC PIPE (CL III)(18 IN) (SPL) one thousand, eight hundred eighty DOLLARS and Zero CENTS	LF	47.00	$ 40.00	$ 1,880.00
464	6039		RC PIPE (CL III) (24") (SPL) (LF) Fifty-three Thousand, seven Hundred seventy five DOLLARS and Zero CENTS	LF	1,195.00	$ 45.00	$ 53,775.00
465	6070		INLET (COMPL) (PSL) (RC) (3'X3') (EA) Three Thousand, five Hundred DOLLARS and Zero CENTS	EA	2.00	$ 1,750.00	$ 3500.00
465	6126		INLET (COMPL) (PSL) (FG) (3'X3') (3'X3') (EA) Eight Thousand, seven Hundred fifty DOLLARS and Zero CENTS	EA	5.00	$ 1,750.00	$ 8,750.00
466	6005		HEADWALL (CH-FW-O) (24") one Thousand, seven hundred fifty DOLLARS and Zero CENTS	EA	1.00	$ 1,750.00	$ 1,750.00
467	6363		SET (TY II) (18") (RCP) (6:1) (P) (EA) Three Thousand DOLLARS and Zero CENTS	EA	2.00	$ 1,500.00	$ 3,000.00
496	6004		REMOV STR (SET) one Thousand DOLLARS and Zero CENTS	EA	2.00	$ 500.00	$ 1,000.00
496	6007		REMOV STR (PIPE) Four Hundred eighty DOLLARS and Zero CENTS	LF	160.00	$ 3.00	$ 480.00

OPENED 9:56 S-31-17

Witnessed

SUNFLOWER RD PROJECT							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
506	6021		CONSTRUCTION EXIT (INSTALL) (TY 2) Two Thousand, Three hundred forty DOLLARS and Zero CENTS	SY	156.00	$ 15.00	$ 2,340.00
506	6024		CONSTRUCTION EXIT (REMOVE) Two Thousand, Threehundred Forty DOLLARS and Zero CENTS	SY	156.00	$ 15.00	$ 2,340.00
506	6041		BIODEGRADABLE EROSION CONTROL LOGS (12" DIA) INSTALL Three Hundred sixty-two DOLLARS and fifty CENTS	LF	145.00	$ 2.50	$ 362.50
506	6043		BIODEGRADABLE EROSION CONTROL LOGS REMOVE Three Hundred sixty-two DOLLARS and fifty CENTS	LF	145.00	$ 2.50	$ 362.50
530	6004		DRIVEWAYS (CONC) Two Thousand, two Hundred ~~sixty~~ -five DOLLARS and Zero CENTS		91.00	$ 25.00	$ 2,275.00
531	6001		CONC SIDEWALKS (4") One Hundred eighty DOLLARS and Zero CENTS	SY	9.00	$ 20.00	$ 180.00
644	6027		INS SM RD SN SUP&AM TY S80 (1) SA (P) Five Thousand, Two Hunded fifty DOLLARS and Zero CENTS	EA	7.00	$ 750.00	$ 5,250.00
644	6076		REMOVE SM RD SN SUP & AM One Thousand DOLLARS and Zero CENTS	EA	2.00	$ 500.00	$ 1,000.00
666	6036		REFL PAV MRK TY 1 [W]8"(SLD)(100MIL) One Hundred Fifty DOLLARS and Zero CENTS	LF	120.00	$ 1.25	$ 150.00

OPENED
9:56 5-31-17

Witness

Hidalgo County

****** BID PROPOSAL SHEETS ******

SUNFLOWER RD PROJECT

Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
666	6048		REFL PAV MRK TY 1 (W)24"(SLD)(100MIL) Thirty-seven DOLLARS and fifty CENTS	LF	30.00	$1.25	$37.50
666	6120		REFL PAV MRK TY I (Y) 4" (BRK) (100MIL) Four Hundred DOLLARS and Zero CENTS	LF	320.00	$1.25	$400.00
666	6126		REFL PAV MRK TY I (Y) 4" (SLD) (100MIL) Two Thousand, Four Hundred thirty-six DOLLARS and Zero CENTS	LF	2,436.00	$1.00	$2,436.00
666	6141		REFL PAV MRK TY I (Y) 12" (SLD) (100MIL) One Hundred twenty-five DOLLARS and Zero CENTS	LF	100.00	$1.25	$125.00
668	6029		PREFAB PAV MRK TY B (W)(ARROW) Three Hundred sixty DOLLARS and Zero CENTS	EA	3.00	$120.00	$360.00
668	6027		PREFAB PAV MRK TY B (W)(WORD) Three Hundred sixty DOLLARS and Zero CENTS	EA	3.00	$120.00	$360.00
672	6007		REFL PAV MRKR TY I-C Twenty-Four DOLLARS and Zero CENTS	EA	6.00	$4.00	$24.00
672	6009		REFL PAV MRKR TY II-A-A Three Hundred sixty-eight DOLLARS and Zero CENTS	EA	92.00	$4.00	$368.00
					TOTAL BID	$	

One Hundred Seventy-one Thousand and Seven Hundred and Thirty-eight Dollars and Fifty Cents

TOTAL IN WORDS

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will prevail.)
The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
Bidder understands that the Owner reserves the right to reject any or all bids to waive any minor informalities in the bidding.

OPENED
9:56 5-31-17

Witnessed

INSURORS

P&C 877 782 1625
Bonds 800 933 7466
225 South Fifth Street
PO Box 2083
Waco, Texas 76702-2083

BID BOND

Bond No. CNB-24436-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, RGV Asphalt, LLC, as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto Hidalgo County, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed 5% of the Greatest Amount Bid Dollars ($ 5% of G.A.B), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for
2017-128-05-24-HGO.Road Improvements to Sunflower Road

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, SEALED AND DATED this 24th day of May, 2017.

Principal:
RGV Asphalt, LLC

By: Managing Member X (Seal)
(title)

Surety:
INSURORS INDEMNITY COMPANY

By: Omar Villarreal (Seal)
Omar Villarreal, Attorney-in-Fact

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

1-800-933-7444

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

INSURORS

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: **Number:** CNB-24436-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Omar Villarreal of the City of San Benito, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman, Secretary

By: Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Notary Public, State of Texas

SHERRI WHITEHOUSE
Notary Public
STATE OF TEXAS
My Comm. Exp. May 21, 2017

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 24th day of May, 2017.

Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORSINDEMNITY.COM.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-17-128-06-27

This Agreement, entered into this **27th** day of **June, 2017** by and between Hidalgo County (hereinafter called the "OWNER," and, **RGV Asphalt, L.L.C.** (a Texas corporation), of Donna, of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: Hidalgo County Precinct No. 4 - "Road Improvements to Sunflower Road"
PROJECT LIMITS: From Mile 17 Road To SH 107 Road
PROJECT NO.: 2017-128-05-24-HGO

NAME OF PROJECT

Hereinafter called the project, for the sum of **One Hundred Seventy-One Thousand Seven Hundred Thirty-Eight Dollars and Fifty Cents ($171,738.50)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **South Texas Infrastructure Group, L.L.C.**, entitled the Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **Eighty (80)** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **Five Hundred Dollars and Zero Cents ($500.00)** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, **June 27, 2017**.

CONTRACTOR: _____

Print Name & Title: Alvaro Torres, Managing Member/Owner

Name of Firm: RGV Asphalt, L.L.C.

Address: 722 E. Anderson Road
Donna, Texas 78537

Fed I.D. #/SS #: 81-1719346

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 5th day of July, 2017 by Alvaro Torres (Title) of and on behalf of RGV Asphalt, L.L.C. (A corporation).

JESSICA L. MENDIOLA
MY COMMISSION EXPIRES
NOVEMBER 12, 2018

_____
Notary Public-Signature

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

BY: _____
Steve Crain

DATE: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of TEXAS)

County of HIDALGO)

Alvaro Torres, being first duly sworn, deposes and says that:

(1) He is Owner, of RGV Asphalt, LLC, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Managing Member
(Title)

Subscribed and sworn to before me on this 28th

Day of May 2017

Jessica L. Mendiola
Title

JESSICA L. MENDIOLA
MY COMMISSION EXPIRES
NOVEMBER 12, 2018

INSURORS
INDEMNITY COMPANIES

P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

TEXAS STATUTORY PAYMENT BOND
(PUBLIC WORKS)

Bond Number CNB-24436-00

KNOW ALL PERSONS BY THESE PRESENTS:

THAT RGV Asphalt, LLC (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto Hidalgo County (hereinafter called the Obligee), in the amount of One Hundred Seventy One Thousand Seven Hundred Thirty Eight Dollars and ($171,738.50) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 27th day of June, 2017, for the construction of

C-17-128-06-27 C-17-128-06-27, Road Improvements to Sunflower Road.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provide for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that the Surety's address for giving notice in compliance with section 2253.041 *et seq.* of the Texas Government Code is:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-6683;

Or

Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710.

SIGNED, SEALED AND DATED this 5th day of July, 2017.

PRINCIPAL: RGV Asphalt, LLC (Seal)

By: _____
(title) Managing Member

APPROVED AS TO FORM:

By: _____
Obligee

INSURORS INDEMNITY COMPANY (Seal)

By: _____
Omar Villarreal, Attorney-In-Fact

INSURORS
INDEMNITY COMPANIES

P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

INSURORS
INDEMNITY COMPANIES

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: **Number:** CNB-24436-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Omar Villarreal of the City of San Benito, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: _____
Tammy Tieperman, Secretary

By: _____
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

_____
Notary Public, State of Texas

Sherri Camas
Notary Public, State of Texas
My Comm. Exp. 5/21/21
Notary ID 223589-7

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 5th day of July, 2017.

_____
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORS.COM.

INSURORS
INDEMNITY COMPANIES

P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

TEXAS STATUTORY PERFORMANCE BOND
(PUBLIC WORKS)

Bond Number: CNB-24436-00

KNOW ALL MEN BY THESE PRESENTS:

THAT, RGV Asphalt, LLC, (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto the Hidalgo County (hereinafter called the Obligee), in the amount of One Hundred Seventy One Thousand Seven Hundred Thirty Eight Dollars and Fifty Cents ($171,738.50) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain Contract with the Obligee, dated the 27th day of June, 2017, for the construction of C-17-128-06-27 C-17-128-06-27; Road Improvements to Sunflower Road.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the Contract and the Contract Documents, including the plans and specifications, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that this bond is conditioned upon the Obligee having fully and completely discharged its obligations under the Contract, and the Contract Documents, including, but not limited, to having paid the Principal in strict accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that in order to invoke the Surety's obligations to the Obligee, the Obligee shall have defaulted and terminated the Principal in accordance with the Contract and the Contract Documents and shall have mailed notice to the Surety, within seven (7) days of the default and termination of the Principal, at:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-2683

Or

Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710

of said default and termination; and

PROVIDED FURTHER, that the Surety shall have Twenty (20) businesses days, not including the date of receipt, after the receipt of the notice of default and termination to review the default and termination of the Principal to decide whether it will:

1) Proceed to arrange for completion of the work by either:

A) Taking over the work; or
B) Financing the Principal; or

C) Tendering a replacement contractor to the Obligee and paying the difference between the replacement contractor's contract price and the remaining contract funds to the Obligee; or
D) Arranging for the completion of the work in some other manner; or

2) Deny liability and coverage under this bond; and

PROVIDED FURTHER, that the Obligee, in the event of a default and termination of the Principal, shall:

1) Fully cooperate in the Surety's review of the default and termination by providing a copy of all the Contract Documents and all other documents requested by the Surety;

2) Allow the Surety or the Surety's representatives full and complete access to the construction site; and

3) In the event the Surety takes over the work, finances the Principal, or arranges for the completion of the work by paying to the Surety, or as the Surety may designate, the unpaid Contract proceeds in accordance with the terms and conditions of the Contract; and

PROVIDED FURTHER, that any payments by the Surety shall reduce the penal sum of this bond to the extent that the Obligee does not reimburse the Surety by paying to the Surety the remaining Contract balances; and

PROVIDED FURTHER, that the Surety is NOT bound by any arbitration term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that the Surety is NOT bound by any indemnification term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that this bond is NOT a substitute for and is NOT meant to, or intended to, supplement the insurance required to be furnished by the Principal in accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that this bond does not provide coverage for and the Surety shall not be liable for molds, living or dead fungi, bacteria, allergins, histamines, spores, hyphae, mycrotoxins, toxins, viruses, or their related parts, nor the remediation thereof, nor the consequences or the results of their occurrence, existence, or appearance, whether or not they were caused by Principal's actions or inactions; and

PROVIDED FURTHER, that this bond does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war; and

PROVIDED FURTHER, that in any lawsuit involving this bond the prevailing party shall be awarded its attorney fees.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 5th day of July, 2017.

APPROVED AS TO FORM:

By:_____ Obligee (Seal)

PRINCIPAL: RGV Asphalt, LLC
(Seal)

By: _____
(title) Managing Member

INSURORS INDEMNITY COMPANY
(Seal)

By: _____
Omar Villarreal, Attorney-in-Fact

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.

RGVASPH-01 MFLORES1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/05/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Smith-Reagan & Associates Inc 148 N Sam Houston San Benito, TX 78586	PHONE (A/C, No, Ext): (956) 399-1353	FAX (A/C, No): (956) 399-2185
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Illinois Union Ins Co	
INSURER B : Texas Mutual Insurance Company	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

RGV Asphalt LLC
722 E Anderson Rd
Donna, TX 78537

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL 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			BINDER ID: NLTEQ-M	07/03/2017	07/03/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED 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 $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A			Q003601728	07/04/2017	07/04/2018	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)
Project 2017-128-15-24-GO Hidalgo County Precint N. 4 - "Road Improvements to Sunflower Road"
Certificate Holder is an Additional Insured with respects to the General Liability when required by written contract. Waiver of Subrogation in favor of Certificate Holder applies to the Workers Compensation when required by written contract.

CERTIFICATE HOLDER

Hidalgo County Precinct No 4
2812 S Business Highway 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David B Smith

ACORD 25 (2016/03)

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RGVASPH-01 MFLORES1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/06/2017

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 Smith-Reagan & Associates Inc 148 N Sam Houston San Benito, TX 78586	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (956) 399-1353 **FAX (A/C, No):** (956) 399-2185 **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Progressive Co. Mutual Ins Co. / 29203
INSURED RGV Asphalt LLC 722 E Anderson Rd Donna, TX 78537	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY / X SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			06259366-0	07/05/2017	07/05/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Project 2017-128-15-24-GO Hidalgo County Precint N. 4 - "Road Improvements to Sunflower Road"
Certificate Holder is an Additional Insured with respects to the Business Auto liability when required by written contract. Owned vehcile:1999 Ford F350 #1FTWW33F1XEA20944. Amends and replaces certificate dated 7/5/2017.

CERTIFICATE HOLDER

Hidalgo County Precint No 4
2812 S Business Highway 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David B Smith

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Insurance Requirement Acknowledgment

I, Alvaro Torres, authorized representative for RGV Asphalt, LLC, (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.

_____ 5-28-17

Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the 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, Alvaro Torres, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: Bid Bond: Proformance and Payment Bond
3. Certificates: _____
4. Permits: _____
5. Other: General Liability and workers compensation coverage will be aquired

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

5-28-17
Date

RGV Asphalt, LLC
Company

722 E. Anderson Rd
Address

Donna, TX 78537
City, State, Zip

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the word "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm South Texas Infrastructure Group, L.L.C. Engineers.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

Copeland A ct Regulations

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United

a "building" or "work" within the meaning of the regulations in this part.

States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.
(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.
(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

Copeland Act Regulations

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to

Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of **a** commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee **in** writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.
provided for in **a** bona **fide** collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

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(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "B".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC-14.02.A.3 The amount of retainage with respect to pro-gress payments will be Five Percent (5 %).

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "D"

GENERAL NOTES AND STANDARD SPECIFICATIONS

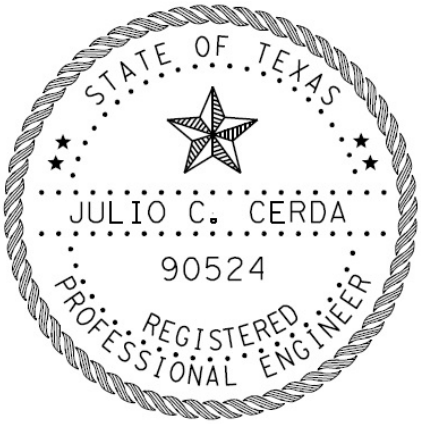
Control : **N/A**

Project : **Sunflower Road Project**

Location : **Mile 17 Road to SH 107**

County : **Hidalgo**

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



The seal appearing on this document was authorized by
Julio C. Cerda, P.E.
May, 2017

Project Number: _____ **Bid No.: 2017-128-05-24-HGO**

County: Hidalgo

Highway: Sunflower Road

GENERAL NOTES:

Use the Texas Department of Transportation's "Standard Specifications for Construction and Maintenance of Highways, Streets, And Bridges" (November 2014) for item specifications information and requirements. The specification book shall read "Hidalgo County Precinct No. 4" in lieu of "The Texas Department of Transportation" and/or "The Department".

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GENERAL REQUIREMENTS AND COVENANTS TO ITEMS 1 THRU 9

For all pits or quarries, comply with the "Texas Aggregate Quarry and Pit Safety Act."

Provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

Contact the 1-800 call services for locations of utilities before beginning any scarifying or excavating operations.

ITEM 5: Control of the Work

Prior to contract letting, bidders may obtain a free computerized transfer of files (from the Project Design Engineer's office) that contains the earthwork information. If copies of the actual cross-sections in additional to, or instead of the electronic files are requested, they will be available at the Project Design Engineer's office for borrowing by copying companies for the purpose of making copies for the bidder at the bidders' expense.

ITEM 8: Prosecution and Progress

Working days will be computed and charged in accordance with Article 8.3.1.4. "Standard Workweek".

ITEM 100: Preparing Right of Way

Preparation of ROW will be done in accordance with the construction phasing shown on the Traffic Control Plans. Performance of this item will not be allowed outside of the project's current construction phase without prior approval by the County.

County: Hidalgo

Highway: Sunflower Road

ITEM 132: Embankment

Embankment (DENS CONT) shall be Type C with a max. PI of 40. Material used as embank-ment material in the top two feet below the bottom of Flexible Base shall meet the following requirements based on preliminary tests and such other tests found necessary by the County.

1. The material shall be such as to produce a well-bonded embankment and shall have a minimum PI of 8 and a maximum PI of 30.

It is the Contractor's responsibility to advise the Engineer of the location of the source sufficiently in advance to avoid delay.

ITEM 160: Topsoil

Use topsoil as needed and directed by the project engineer for select problem areas. Unless otherwise approved by the County, use topsoil from approved sources outside the right of way as per standard specifications. Existing topsoil is to be salvaged and retained for re-use on the project as topsoil.

ITEM 164: Seeding for Erosion Control

During drill seeding operations, application methods shall be in accordance with the method shown in the Standard Specification Book.

SS-1 Tacking Agent shall be a ratio of 2:1, two (Emulsion) to one (water) and applied at a rate of 0.05 gallons per square yard. The SS-1 Tacking Agent required for Drill Seed operations, will not be paid for directly, but will be subsidiary to Item 164 “Drill Seeding.” Watering shall not be used with the Drill Seed Method.

Cool Season or Warm Season Grasses shall be included as part of Item 164 (See Table 3 and/or Table 4 in the Standard Specification Manual for dates and seed type).

Seed mixture shall be as specified under Item 164.

ITEM 166: Fertilizer

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous-Potassium (NPK) ratio shall include a minimum of 5 percent phosphorous and 5 percent Potassium. Fertilizer shall be homogenized.

County: Hidalgo

Highway: Sunflower Road

ITEM 247: Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Flexible Base (TY E GR 4) or (TY D GR 4) crushed concrete shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2”	0
½”	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

Two (2) percent lime (by weight) will be incorporated into the Flexible Base in the field at the County’s expense in accordance with the provisions of Items 260.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

ITEM 260: Lime Treatment (Road Mixed)

The Contractor's attention is called to the fact that certain existing and/or proposed structures are within the limits of the lime-treated Subgrade. Unless otherwise directed by the County, these

structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the County will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

Proof roll all constructed lime treated subgrade and bases courses in accordance with Item 216, "Proof Rolling." Correct soft spots as directed. Correction of soft spots in the subgrade or base courses will be at the Contractor's expense.

ITEM 300: Asphalts, Oils, and Emulsions

Temporary ramps/detours and driveways may use performance grade binder 64-22.

ITEM 310: Prime Coat

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

Do not apply subsequent courses over the initial prime coat any earlier than the day after the prime coat was applied, unless otherwise authorized or directed by the County.

ITEM 341: Dense-Graded Hot-Mix Asphalt

The contractor shall exercise diligence in the application of "Tack Coat" by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

Blading (not to exceed more than 3-ft from the pavement edge) may also be necessary to clean dirt and grass from pavement edges and turnout areas as work under this bid Item. The cost of this blading will not be paid for directly, but shall be considered subsidiary to this bid Item.

This project will require the following minimum surface aggregate Classifications:

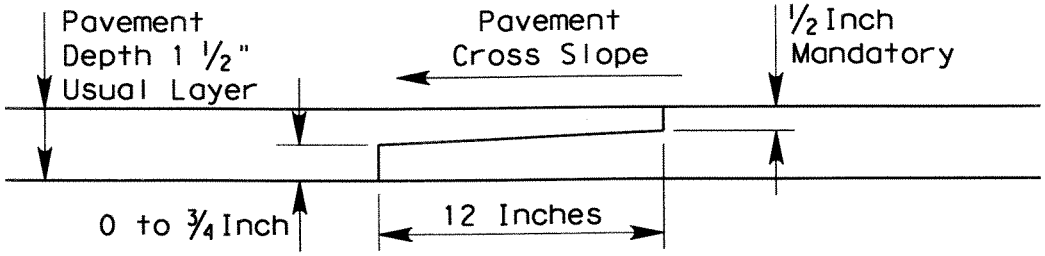
County	CSJ	Highway	Classification
Hidalgo	N/A	Sunflower Road	A

County: Hidalgo

Highway: Sunflower Road

Level-up will be placed before the surface course. An asphaltic concrete spreading and finishing machine and/or motor graders; when approved by the County may be used to place the ACP level-up.

All unconfined longitudinal joints shall be constructed with a joint maker providing a maximum ½-inch vertical edge and a minimum 6:1 edge taper or as approved by the County.



NOTCHED WEDGE JOINT

The engineer may allow for variances to the dimensions shown.

The Hamburg wheel Test requirement for PG 64 binder will be 5,000 passes @ 0.5-inch rut depth.

Target Lab Molded Density for this project shall be 97%.

Public and private driveways need to have a smooth vertical transition between the edge of pavement and the existing driveways. The contractor is to add a vertical taper if needed which will be subsidiary to Item 341.

The use of RAP and RAS will not be allowed as part of the mix design for the final riding surface.

Use a release agent from the to clean and to coat the inside of truck beds for hauling equipment. Hauling equipment shall be cleaned prior to hauling material to job site. Submit a copy of the bill of lading to the County as part of the QCP. Ensure the pavement is free from any spillage of hydraulic oil or diesel from construction equipment. The County may reject trucks that contain any foreign material and suspend production if the pavement is contaminated by any pollutants mentioned above.

The percentage of RAS used in the total mix shall not exceed 3% when allowed. The use of only pre-consumer shingles will be permitted when RAS is allowed.

SAC B aggregate must have material properties that require 5 or less on the magnesium sulfate soundness test and 15 or less on the Micro-Deval test.

County: Hidalgo

Highway: Sunflower Road

ITEM 354: Planing and Texturing Pavement

Contractor is to place seal coat or ACP layer(s) as indicated on plans within 14-calendar days of planning/milling operation unless otherwise directed by the engineer.

All planing/milling operation drop offs greater than 1-inch need to have a 3:1 slope taper unless otherwise directed by the engineer. The cost of the 3:1 slope taper is subsidiary to item 354.

For full width planing/milling locations, contractor is to place seal coat or ACP layer(s) as indicated on the plans within 2-calendar days of the planing/milling operation unless otherwise directed by the County. Contractor will not be allowed to move onto the next planing/milling location or seal coat/ACP overlay location until the exposed area is covered as per above. Contractor cannot get paid for the planing/milling operation until exposed area is covered as per above.

ITEM 400: Excavation and Backfill for Structures

If the Contractor elects to cut pavement (existing/detour) for structural work beyond that required by the construction phasing shown in the plans and approved by the Engineer, it shall be restored at his expense and backfilled to its original condition or better in accordance with Item 400.

Unless shown otherwise in the plans, use a 1-ft depth for Item 400 Structural Excavation (Special) for gravel bedding needed below drainage structures with unstable material.

ITEM 421: Hydraulic Cement Concrete

Provide Sulfate Resistant Concrete for all concrete items and structures within the project limits.

Provide equipment at the batch plant for determining the free moisture and/or absorption of aggregates in accordance with applicable TXDOT Test procedures.

Provide the following items for concrete batch inspection in accordance with specifications outlined in DMS-10101, “Computer Equipment”:

(1) One Desktop Microcomputer or One Laptop Microcomputer
(2) One Integrated Printer/Scanner/Copier/Fax Unit
(3) Contractor-Furnished Software
(4) Hardware

Submit to the County for approval the project locations for all Portland Cement concrete washout areas prior to starting any concrete work.

Use membrane curing, Type 2, for concrete curb, gutter and combined curb and gutter, concrete medians, directional islands and sidewalks.

ITEM 432: Riprap

Provide Class "A" concrete minimum for riprap aprons placed around all box culvert and pipe safety end treatments. Provide ¼-inch thick dummy joints at least every 15-ft for riprap aprons placed around box and pipe culverts.

Do not use fiber reinforced concrete RIPRAP on side slopes equal to or steeper than 6:1 unless approved by the engineer.

ITEM 462: Concrete Box Culverts and Drains

All concrete boxes shall be cast in place as shown on the plans and inspected by the County for approval before any concrete can be applied.

ITEM 464: Reinforced Concrete Pipe

Use tongue and groove pipe where the RCP extends into the lime treated subgrade. The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer.

ITEM 465: Junction Boxes, Manholes & Inlets

For TY PSL with RG, FG, or SFG lid inlets, provide Class B concrete riprap with (6"x6" W3xW3 (no. 6 gauge) welded wire fabric) for any side that is touching the natural ground. The riprap will be 4-in thick and 3-ft wide with an 8-in deep by 6-in wide toe unless otherwise shown in the plans. The cost will be subsidiary to Item 465 unless otherwise shown in the plans.

ITEM 466: Headwalls and Wingwalls

Do not use pre-cast headwalls/wingwalls.

County: Hidalgo

Highway: Sunflower Road

ITEM 471: Frames, Grates, Rings, and Covers

All grates will be tack welded to the frames in a manner satisfactory to the Engineer.

ITEM 496: Removing Structures

Store the following items to be salvaged at a location designated by the County:

584 LF of 72" RCLHPP

Contractor shall take caution in removing and stock piling the existing structures. The Contractor shall be responsible for any damages to these existing structures. All damages shall be repaired by the contractor and will be considered subsidiary to Item 496. Stock piles must be inspected, approved, and accepted by the County. Hauling and stockpiling of the salvaged pipe shall be considered subsidiary to Item 496.

ITEM 502: Barricades, Signs, and Traffic Handling

Shadow vehicles equipped with Truck-Mounted Attenuators are required.

Replace/relocate all regulatory signs removed due to construction operations with the same sign on fixed support(s) immediately upon its removal. First obtain County approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replacement sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

From the beginning to the end of the project, all traffic control devices need to be in acceptable condition as per the Texas Quality Guidelines for Work Zone Traffic Control Devices.

County: Hidalgo

Highway: Sunflower Road

ITEM 504: Field Office and Laboratory

For this project, a field office will not be required at the project site.

The Contractor will furnish a Type D Structure (Asphalt Mix Laboratory) modified by the following.

Laboratory room:

The other room of this building will be used as a laboratory and will include access to a bathroom facility from the interior. The laboratory and bathroom facility will have the walls, ceiling and floor insulated such that the air temperature can be maintained at 76 degrees Fahrenheit at all times.

Furnish for the County's use in the asphalt laboratory one (1) desktop computer.

ITEM 508: Constructing Detours

Flexible Base, prime coat, and Asphaltic Concrete Pavement used for detours shall meet the requirements of Items 247, 310 and 341 respectively, except for measurement and payment.

ITEM 529: Concrete Curb, Gutter, and Combined Curb and Gutter

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint or other similar material by any method satisfactory to the County to achieve a uniform color and texture of the finished surface exposed to view.

The specifications listed on the standard, "Concrete Valley Gutter (6')" shall govern all construction of valley gutter within the project limits.

ITEM 530: Intersections, Driveways, and Turnouts

Prime coat shall meet the requirements of Item 310.

Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the County.

Public and private driveways need to have a smooth vertical transition tie-in between the proposed driveway and the existing driveway. The contractor is to add a vertical taper if needed which will be subsidiary to Item 530.

County: Hidalgo

Highway: Sunflower Road

ITEM 531: Sidewalks

Construct ¼-inch thick score joints at a maximum 6-foot spacing and expansion joints at a maximum 18-foot spacing. Construct a joint in the center of the sidewalk if it is over 15-feet wide. For steel reinforcement, use 6x6-inch spacing with #3 bars or 6x6 – D6 welded wire fabric.

ITEM 585: Ride Quality for Pavement Surfaces

Use Surface Test Type "A" for all pavement surfaces within the project limits.

Diamond grinding shall be used to remove localized roughness.

Pay adjustment schedules are not applicable to this project.

ITEMS 636: Signs

Complete sign blanks and panels shall be handled and stored at the job site in such a manner that corners, edges and faces are not damaged. Finished sign blanks shall be stored in either a weather-proof warehouse or outside and off the ground in a vertical position. All paper, cardboard and chemically treated separators and packaging shall be removed prior to outside storage.

ITEM 644: Small Roadside Sign Assemblies

All signs shall be installed as shown in the plans and in accordance with the current edition of the "Texas Manual on Uniform Traffic Control Devices" and the “Sign Crew Field Book” (SCFB).

All signs shall be erected according to the locations shown on the signing layout sheets except that a sign may be shifted in order to secure a more desirable location. All sign locations will be staked as shown in the plans and as approved. It is the intent of the plans to erect all roadside traffic signs with the sign edge a minimum of 6 feet from the edge of the shoulder, or if none, 12 feet from the edge of the travel lane. In curb and gutter sections the sign edge shall be a minimum of 2 feet from the face of the curb.

For this project, aluminum type sign blanks as provided for under Item 636 will be required for all proposed signing installed under Item 644. Aluminum sign blanks less than 7.5 square feet shall be 0.08-inch-thick, sign blanks 7.5 to 15 square feet shall be 0.100-inch-thick and sign blanks greater than 15 square feet shall be 0.125 inch thick.

All excess excavation shall be spread uniformly inside the right of way as directed and shall be included in the price of these Items.

County: Hidalgo

Highway: Sunflower Road

Sign types which design details are not shown on the plans shall conform with the latest edition of the Department's "Standard Highway Sign Design for Texas" Manual.

Signs shown to be removed shall include the complete sign installation and separate the sign post at the concrete foundation. The concrete foundation shall be disposed in accordance with this Bid Item. Except for concrete foundations, all removed sign panels, sign posts, and hardware shall remain then property of the Department. All removed sign installations shall be completely disassembled. All salvageable sections of sign panels shall be recycled by TxDOT. The removed sign material will be required to be hauled to the maintenance yard closest to the project. No signs shall be removed without prior approval.

ITEMS 662 and 666: Work Zone Pavement Markings and Retroreflectorized Pavement Markings

All permanent pavement markings and work zone pavement markings for this project under these Items shall be 0.100 inches (100 mil) thick thermoplastic.

Any permanent pavement markings or non-removal work zone pavement markings lacking reflectivity in accordance with test method Tex 828-B, or that fail to meet minimum retro reflectivity requirements for longitudinal pavement markings when required, will not be paid as per County policy. The roadway will be re-striped at no additional compensation.

Pavement surface preparation for markings and markers will not be paid for directly, but shall be considered subsidiary to Item 666.

Prior to any striping operations, an on-site coordination meeting between all the parties involved will be required to review striping details and requirements to ensure quality work.

The beads used on this project shall meet the requirements of Materials Specification DMS-8290, Glass Traffic Beads Texas Type II & III. Use a 50% Type II/ 50% Type III mix utilizing a double drop system with Type III beads dropped first.

ITEM 677: Eliminating Existing Pavement Markings and Markers

Asphalt and aggregate types and grades shall be as approved in writing when a surface treatment is used to eliminate existing pavement markings.

PROJECT: Sunflower Road Project

COUNTY OF HIDALGO

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

STANDARD SPECIFIATIONS:

ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED BELOW:

STANDARD SPECIFICATIONS:

Items 1 to 9	INCL., GENERAL REQUIREMENTS AND COVENANTS
Item 100	PREPARING ROW (4)(5)(6)(103)
Item 104	REMOVING CONCRETE (9)
Item 106	OBLITERATING ABANDONED ROAD
Item 110	EXCAVATION (100)(132)
Item 132	EMBANKMENT (100)(204, 210, 216)
Item 160	TOPSOIL (7)(168)
Item 164	SEEDING FOR EROSION CONTROL (166, 168)
Item 168	VEGETATIVE WATERING
Item 204	SPRINKLING
Item 247	FLEXIBLE BASE (204, 210, 216)
Item 260	LIME TREATMENT (ROAD-MIXED) (204, 210, 216, 247, 300, 310, 520)
Item 310	PRIME COAT (300, 316)
Item 341	DENSE-GRADED HOT-MIX ASPHALT (300, 301, 320, 520, 585)
Item 354	PLANING AND TEXTURING PAVEMENT
Item 400	EXCAVATION AND BACKFILL FOR STRUCTURES (110, 132, 401, 402, 421)
Item 402	TRENCH EXCAVATION PROTECTION
Item 432	RIPRAP (420, 421, 440)
Item 462	CONCRETE BOX CULVERTS AND DRAINS (400, 402, 420, 421, 424, 440, 464, 476)
Item 464	REINFORCED CONCRETE PIPE (400, 402)
Item 465	JUNCTION BOXES, MANHOLES, AND INLETS (400, 420, 421, 424, 440, 471)
Item 466	HEADWALLS AND WINGWALLS (400, 420, 421, 432, 440, 464)
Item 496	REMOVING STRUCTURES

Item 500	MOBILIZATION
Item 502	BARRICADES, SIGNS, AND TRAFFIC HANDLING
Item 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (432)
Item 508	CONSTRUCTING DETOURS
Item 529	CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER (420, 421, 440)
Item 530	INTERSECTIONS, DRIVEWAYS AND TURNOUTS (247, 260, 316, 421, 440)
Item 531	SIDEWALKS (104, 420, 421, 440, 530)
Item 636	SIGNS (643)
Item 644	SMALL ROADSIDE SIGN ASSEMBLIES (421, 440, 441, 442, 445, 636, 643, 656)
Item 666	REFLECTORIZED PAVEMENT MARKINGS (316, 502, 662, 677, 678)
Item 668	PREFABRICATED PAVEMENT MARKINGS (678)
Item 672	RAISED PAVEMENT MARKINGS (677, 678)

STANDARD PROVISIONS: ***SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED HEREON WHEREVER IN CONFLICT THEREWITH.***

SPECIAL PROVISION	TO ITEM 400	(400-001)
SPECIAL PROVISION	TO ITEM 506	(506-003)

GENERAL:

THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITMES, IF ANY, AS MAY BE REFERREED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

VG-120-2016-2755990

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 2755990

Recorded On: October 18, 2016 01:48 PM

Billable Pages: 1

Number of Pages: 2

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Total Recording: 36.00

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Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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Alvaro Torres Jr

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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.**

RGV Asphalt, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

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

Alvaro Torres

Signature of vendor doing business with the governmental entity

5-25-17

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

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: RGV Asphalt, LLC	**Telephone No.** (956) 975-5320
dba Name:	
Legal Name: RGV Asphalt, LLC	
Mailing Address: 722 E. Anderson Rd	**Fax No.** (956) 464-7416
Physical Address: 722 E Anderson Rd	
City, State, Zip: Donna, TX 78537	**Tax I.D. No.** 81-1719346
Remit to Address: 722 E. Anderson Rd	**City, State, Zip** Donna, TX 78537
E-Mail Address: rgvasphalt@outlook.com	
Representative(s) Name(s) & Title(s) Alvaro Torres Managing Member / Owner	

Type of Organization (check one): ____ Individual ✓ LLC ____ Partnership ____ Sole Proprietor ____ Corporation ____ Other, Specify ____ ____Non-Profit

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:

Alvaro Torres JR

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. October 2007)
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)
RGV ASPHALT , LLC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☑ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► .....
☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)
722 E. Anderson Rd.

Requester's name and address (optional)

City, state, and ZIP code
Donna, Tx 78537

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
81 : 1719346

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here — Signature of U.S. person ► — Date ► 5-25-17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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.

EXHIBIT F

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: Alvaro Torres
Title: Managing Member / owner
Telephone Number: 956 475-5320
Date: 5-28-2017

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

SALES TAX AND LOCAL SALES TAX EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the _____ day of _____, 20___.

_____

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is

employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND

SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good

cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER

PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

General Decision Number: TX170008 01/06/2017 TX8

Superseded General Decision Number: TX20160008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
	01/06/2017

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	

```
     Front End Loader Operator,
     Over 3 CY...................$ 13.69
     Front End Loader, 3 CY or
     less........................$ 13.49
     Loader/Backhoe..............$ 12.77
     Mechanic....................$ 15.47
     Milling Machine.............$ 14.64
     Motor Grader Operator,
     Rough.......................$ 14.62
     Motor Grader, Fine Grade....$ 16.52
     Scraper.....................$ 11.07
Servicer.........................$ 12.34
Steel Worker (Reinforcing).......$ 14.07
TRUCK DRIVER
     Lowboy-Float................$ 13.63
     Single Axle.................$ 10.82
     Single or Tandem Axle Dump..$ 14.53
     Tandem Axle Tractor with
     Semi Trailer................$ 12.12
WELDER...........................$ 14.02
----------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

================================================================

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017.  If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking.  Additional information
on contractor requirements and worker protections under the EO
is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

----------------------------------------------------------------

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
```

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is

based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:
* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

Sunflower Road Project - From Mile 17 Road to SH 107
Checklist for Documentation Required for Road Construction

Contractor: _____

Contract Amount: _____

Project/Precinct: **Sunflower Road Project - Mile 17 Road to SH 107 /Pct. No. 4**

Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	RETAINAGE PAYMENT: - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

CHANGE ORDER NUMBER ONE(1)

Project: Sunflower Road Project - From Mile 17 Road to SH 107

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

SAMPLE

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00 — Net % increase(decrease)from original contract price. #DIV/O! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

APPLICATION FOR PAYMENT NO.

SAMPLE

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: **Street Improvements to Sunflower Road Project - From Mile 17 Road to SH 107 Road**
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	_____
2. Net change by Change Order and Written Agreements(+or-):	_____
3. Current Contract Price (1 plus 2):	_____
4. Total completed and stored to date:	_____
5. Retainage (per Agreement):	
___5%___ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	_____
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Estimate Quantity Update Worksheet

Date: _____

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____

Printed Name: _____

SAMPLE

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

SAMPLE

Summary

Bid No.#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Exhibit E-E

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

CONSTRUCTION IDENTIFICATION SIGN:

The construction identification sign must have the following specifications:

-Size, 4’ – 0” X 8’ – 0”

-Letters to be brown with beige background

-Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

-Wood for Signs Shall Be ¾” Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

-Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

-To Be Erected as Indicated on title Sheet.

Hidalgo County

Bid No.: 2017-128-05-24-HGO

Precinct Logo

Texas Department of Transportation

Your Tax Dollars at Work
Hidalgo County Pct ____
_____, Commissioner

PROJECT NAME

Hidalgo County Commissioner's Court

_____, COUNTY JUDGE
_____, COMMISSIONER PRECINCT NO. 1
_____, COMMISSIONER PRECINCT NO. 2
_____, COMMISSIONER PRECINCT NO. 3
_____, COMMISSIONER PRECINCT NO. 4

Project Contractor: _____

Project Engineer:_____

XYZ CONSTRUCTION
"QUALITY AND SERVICE"

John Doe
Manger

XYZ Construction, LLC
1234 Street
Mission, TX 78572
(956) 555-5555 office
(956) 555-5556 fax
johndoe@hotmail.com

October 1, 2008

Mr. Julio Cerda, P.E.
South Texas Infrastructure Group, L.L.C.
900 S. Stewart Road, Suite 13
Mission, TX 78572

RE: Hidalgo County Precinct No. 4
Street Improvements to Sunflower Road
Contract No.: C-2017-128-05-24

Mr. Hinojosa:

The following is the list of suppliers used in the above-mentioned projects as per the County's request:

Rio Valley Pipe	7301 W. Exp. 83 Mission, TX 78572	(956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,

_____
John Doe, Manger

DRAFT

Exhibit E-H

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____ DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ CSJ# _____

Contractor _____ Application# _____

I, _____ do hereby state:
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance (form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNT OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature & License #

CONCURRED BY:

_____
Contractor's Name

By: _____

Title: _____

CONCURRED BY:

_____
City/Precinct

By: _____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

	Contractor Name	Application No.	
	Starting Date	Application Date:	
	Project Ending Date	Period To:	
	Retainage Percent	Engineer Firm	

Summary													
CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
	TOTALS:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Contractor Name

Starting Date

Project Ending Date

Engineer's / County Project Description

Application No.:

Application Date:

Period To:

Engineer's / County Project No.:

					Original Schedule Value			Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compl in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				**-**			**-**			**-**			**-**			**-**	**-**	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				**-**						**-**			**-**			**-**	**-**		
		TOTAL BASE AMOUNTS:				**-**			**-**			**-**			**-**			**-**	**-**	0.0	0.0

_____ Print Name

_____ Date

_____ Signature

Exhibit E-o

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**
"Road Improvements of Sunflower Road"

RFB No.: 2017-128-05-24-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 9 of Legal Notice
- ✓ Exhibit "B" Bid Page
- ✓ Exhibit "C" - Insurance Acknowledgement Forms (pages 3 & 4)
- ✓ Exhibit "D" - CIQ Form -Copy of Co. Clerk Recording fee receipt (if applicable)
- ✓ Exhibit "E" - Vendor Bidder Applications and IRS form W-9
- ✓ Exhibit "F" - Certification Regarding Debarment
- ✓ Exhibit "H" - Proposer's Affidavit
- ✓ SAMS.gov Registration - Acknowledgement www.sam.gov
- ✓ One (1) Original, Three (3) Copies of Bid(s) and One (1) CD's in PDF format (see number 2 of Legal Notice).

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 18, 2017

RE: ADDENDUM NO. 1
FOR RFQ No: 2017-128-05-24-HGO- "Hidalgo County Precinct No. 4 – Road Improvements to Sunflower Road"

Dear Bidder:

Attached you will find **ADDENDUM NO. 1,** in connection with "***Hidalgo County Precinct No. 4 – Road Improvements to Sunflower Road***".

All Addendums must be included in the bid packet to ensure each bidder is submitting a complete packet.

PLEASE ACKNOWLEDGE RECEIPT of ADDENDUM NO. 1 by signing and returning this notice via e-mail to victor@southtexasig.com.

If you do not receive all of the pages for **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that **ADDENDUM NO. 1** will complete your procurement packet for "***Hidalgo County Precinct No. 4 – Road Improvements to Sunflower Road***".

Thank you for your prompt attention to this matter.

Martha R Salazar
Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

RGV Asphalt, LLC
Firm's Name

MLS/*hgo*
Enclosures

ADDENDUM NO. 1
May 18, 2017

"*Hidalgo County Precinct No. 4 – Road Improvements to Sunflower Road*"

RFB NO. 2017-128-05-24-HGO

PLEASE NOTE THE FOLLOWING **CHANGES:**

Page 4 of 5 of the Bid Proposal Sheets – Item 530. Code 6004 Driveways (conc) – the Unit type was not specified and should be square yards (sy). Attached is page 4 of 5 with this correction. Bid opening date will remain the same, Wednesday, May 24, 2017, at 9:30 a.m.

I, Alvaro Torres, acknowledge receipt of ADDENDUM NO. 1 dated May 18, 2017 for RFB NO.: 2017-128-05-24-HGO – "*Hidalgo County Precinct No. 4 – Road* Improvements to Sunflower Road".

RGV Asphalt, LLC
Print VENDOR's Name

5-22-2017
Date

Authorized Signature

*NOTE: **THIS ORIGINAL ADDENDUM MUST BE SUBMITTED WITH YOUR PROCUREMENT PACKET RESPONSE.**

SUNFLOWER RD PROJECT							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
506	6021		CONSTRUCTION EXIT (INSTALL) (TY 2) _____ DOLLARS and_____ CENTS	SY	156.00		
506	6024		CONSTRUCTION EXIT (REMOVE) _____ DOLLARS and_____ CENTS	SY	156.00		
506	6041		BIODEGRADABLE EROSION CONTROL LOGS (12" DIA) INSTALL _____ DOLLARS and_____ CENTS	LF	145.00		
506	6043		BIODEGRADABLE EROSION CONTROL LOGS REMOVE _____ DOLLARS and_____ CENTS	LF	145.00		
530	6004		DRIVEWAYS (CONC) _____ DOLLARS and_____ CENTS	SY	91.00		
531	6001		CONC SIDEWALKS (4") _____ DOLLARS and_____ CENTS	SY	9.00		
644	6027		INS SM RD SN SUP&AM TY S80 (1) SA (P) _____ DOLLARS and_____ CENTS	EA	7.00		
644	6076		REMOVE SM RD SN SUP & AM _____ DOLLARS and_____ CENTS	EA	2.00		
666	6036		REFL PAV MRK TY 1 (W)8"(SLD)(100MIL) _____ DOLLARS and_____ CENTS	LF	120.00		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 22, 2017

RE: ADDENDUM NO. 2 FOR RFQ No: 2017-128-05-24-HGO
"Hidalgo County Precinct No. 4 – Road Improvements to Sunflower Road"

Dear Bidder:

Attached you will find **ADDENDUM NO. 2,** in connection with ***"Hidalgo County Precinct No. 4 – Road Improvements to Sunflower Road".***

All Addendums must be included in the bid packet to ensure each bidder is submitting a complete packet.

PLEASE ACKNOWLEDGE RECEIPT of ADDENDUM NO. 2 by signing and returning this notice via e-mail to victor@southtexasig.com.

If you do not receive all of the pages for **ADDENDUM NO. 2** please notify us immediately at (956) 318-2626.

Please be advised that **ADDENDUM NO. 2** will complete your procurement packet for ***"Hidalgo County Precinct No. 4 – Road Improvements to Sunflower Road".***

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO. 2
ACKNOWLEDEMENT OF RECEIPT

RGV Asphalt, LLC
Firm's Name

MLS/*hgo*
Enclosures

ADDENDUM NO. 2
May 22, 2017

"Hidalgo County Precinct No. 4 – Road Improvements to Sunflower Road"

RFB NO. 2017-128-05-24-HGO

PLEASE NOTE THE FOLLOWING **CHANGES:**

Special Provision to Item 400-Excavation and Backfill for Structures sheet is added to the specifications. Attached is the special provision page. Bid opening date has been rescheduled for Wednesday, May 31, 2017, at 9:30 a.m.

I, Alvaro Torres, acknowledge receipt of ADDENDUM NO. 2 dated May 22, 2017 for RFB NO.: 2017-128-05-24-HGO – *"Hidalgo County Precinct No. 4 – Road Improvements to Sunflower Road"*.

RGV Asphalt, LLC
Print VENDOR's Name

5-23-17
Date

Authorized Signature

*NOTE: **THIS ORIGINAL ADDENDUM MUST BE SUBMITTED WITH YOUR PROCUREMENT PACKET RESPONSE.**

Special Provision to Item 400
Excavation and Backfill for Structures

Item 400, "Excavation and Backfill for Structures" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 400.2., "Materials", is supplemented by the following:

Unless otherwise shown on the plans, the sand backfill shall have 70-100% passing a No. 10 sieve. The plastic Index (PI) as determined by Test Method Tex-106-E shall not exceed 6. At all pipe joints backfilled with sand, the Contractor shall install a filter fabric designed to prevent the migration of sand into the pipes as approved by the Engineer. Filter fabric shall meet the requirements of DMS-6200, Type I.

Unless otherwise shown on the plans, the gravel shall conform to Aggregate Grade No. 1, 2, 3 or 4 requirements shown on Table 4 of Article 421.2.

Article 400.4., "Measurement", is supplemented by the following:

4.4. Sand Backfill. Sand Backfill will be measured by the cubic yard. When shown on the plans, the excavation shall be backfilled to the elevations shown with sand. The sand backfill will be measured in accordance with the backfill diagram shown on the plans.

4.5. Structural Excavation (Special). Structural Excavation (Special) for Gravel Bedding will be measured by the cubic yard.

Section 5.1., "Structural Excavation", is supplemented by the following:

When the plans specify or when the Engineer directs the use of gravel bedding material, excavation below the footing grades will be measured and paid for as "Structural Excavation (Special)". The unit price bid for "Structural Excavation (Special)" shall also be full compensation for furnishing, hauling and placing gravel bedding material and for all labor, equipment, tools and incidentals necessary to complete the work.

Section 5.5., "Cutting and Restoring Pavement." The first sentence is voided and replaced by the following:

Cutting and restoring pavement will be paid for at the unit price bid for "Cutting and Restoring Pavement" of the type specified.

Article 400.5., "Payment", is supplemented by the following:

5.6. Sand Backfill. The unit price bid for "Sand Backfill" shall be full compensation for excavation and furnishing sand backfill and filter fabric, hauling, placing and compacting the sand backfill and filter fabric; and materials, equipment, labor, tools and incidentals.

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: May 24, 2017 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: Hidalgo County Precinct No. 4 – Road Improvements – SunflowerRoad

BID NO.: 2017-128-05-24-HGO | **Buyer: Heidi Garcia Ortiz**

	Name of Vendor Company/Firm	Bid Request *Via	Signature (if applicable) or Initials of Staff	Date	Mailing Address, Phone No & E-Mail Address
1.	Foremost Paving (Attn: Joey Villarreal)	TR	Esther G. Luna	5/9/17	PO Box 29, Weslaco TX 78599 phone: (956) 647-7648 email: joeyv@fpitex.com
2.	Filegonia Site Contractors LLC (Jose Luis Garcia)	IP	Esther G. Luna	5/10/17	25138 Jesus Flores Rd. Monte Alto TX 78538 (956) 322-9724 email: jg@filegonia.com
3.	Rio Grande Valley Chapter-AGC (San Juana Schwarz)	TR	Esther G. Luna	5/11/17	6918 West Expressway Harlingen TX 78552 (956) 423-4091 email: sanjuana@ravagc.org
4.	Amtek USA (John M. Rugh)	EMR	Esther G. Luna	5/11/17	7801 N. Lamar, Ste. #1357 Austin TX 78752 (512) 323-0508 email: amtek.austin@amtekusa.com
5.	Construction Market Data Group, LLC (Evan Schneider)	TR	Esther G. Luna	5/12/17	30 Technology Pkwy South, Ste. 100 Norcross GA 30092 800-364-2059 connect.com email: evan.schneider@construction
6.	Earth Works Enterprise (Francisco (Pako) Chavez	IP	Esther G. Luna	5/15/17	PO Box 545, Penitas TX 78576 (956) 424-3414 email: Pako@2gsllc.com
7.	Castle Enterprises, L.L.C. (Chris Castillo)	IP	Esther G. Luna	5/16/17	2210 Marro Road Monte Alto TX 78538 (956) 743-5417 chris.castleenterprises@gmail.com
8.	Artillery LLC. (Joe L. Borjas, Jr.)	IP	Esther G. Luna	5/15/17	3714 Buenos Aires St. Edinburg TX 78539 (956) 318-0813 artillerycontruction@hotmail.com
9.	IOC Company (Nicola Luvone)	TR	Esther G. Luna	5/16/17	9312 E. Curve Rd. Edinburg TX 78542 (956) 380-0897 nluvone@iocompany.com
10.	RGV Asphalt (Alvaro Torres)	TR	Esther G. Luna	5/16/17	722 E. Anderson Rd. Donna, TX 78539 (956) 975-5300 rgvasphalt@outlook.com
11.	G+G Contractors (Irma Rodriguez)	TR	Esther G. Luna	5/16/17	711 E. Wisconsin Rd. Edinburg TX 78539 (956) 259-8046 irma.gandgcontractors@gmail.com
12.	CAPA (Larry Hinojosa)	BLM emailed	Esther G. Luna	5/17/17	(956) 432-0600 sales@capatexas.com

IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: May 24, 2017 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: Hidalgo County Precinct No. 4 – Road Improvements – SunflowerRoad

BID NO.: 2017-128-05-24-HGO | **Buyer: Heidi Garcia Ortiz**

	Name of Vendor Company/Firm	Bid Request *Via	Signature (if applicable) or Initials of Staff	Date	Mailing Address, Phone No & E-Mail Address
13. ✓	JM Construction (Juan Mendoza)	IP	Esther G. Rivera	5/17/17	3701 Jade St. Weslaco TX 78596 (956) 565-5222 gabriel@jmconstructiontx.com
14.	Virtual Builders Exchange (Karen Sesters)	TR	Esther G. Rivera	5/17/17	4047 Naco Perrin, Suite 100 San Antonio TX 78217 (210) 564-6900 ext. 124 karen@virtualbx.com
15. ✓	Texas Cordia Construction, L.L.C. (Isabel	IP	Esther G. Rivera	5/17/17	3149-A Center Pointe Drive Edinburg, TX 78539 (956) 687-6181 isabel@texascordia.com
16. ✓	MJA Construction, L.L.C. (Sonya Gonzalez)	IP	Esther G. Rivera	5/18/17	3100 Hackberry Ave. Mission, TX 78574 (956) 279-6610 SGA6610@gmail.com
17. ✓	Five Star Galaxy Construction (Sorais De Hoyos)	IP	[signature]	5-18-17	4012 S Cesar Chavez Rd San Juan TX 78589 (956) 212-8026 Hugo@fivestargalaxyconstruction.com
18. ✓	GNH Company, L.L.C. (Javier Hernandez)	IP	Esther G. Rivera	5/19/17	P O Box 752 Alamo TX 78516 (877) 447-8436 jhernandez@gnhcompany.com
19.					
20.					
21.					
22.					
23.					
24.					

IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – PRECINCT NO. 4

BID OPENING DATE: May 31, 2017	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Road Improvements – Sunflower Road"

BID NO.: 017-128-05-24-HGO **ADDENDUM #1 & #2 REQUIRED**	**PROCURMENT SPECIALIST:**

BID # RFB#	NAME OF COMPANY	ADDENDUM	TOTAL PRICE	BID BOND OR CHECK INCLUDED
#1	Filegonia Site Contractors	#1 ✓ #2 ✓	#209,374.10	✓
#2	Gomez Data Garza		#320,340.62	✓
#3	MJA Construction	#1 ✓ #2 ✓	#191,781.48	✓
#4	JM Construction	#1 ✓ #2 ✓	#227,364.00	✓ 2 copies No CD.
#5	GNH Company	#1 ✓ #2 ✓	#235,811.50	✓
#6	RGV Asphalt	#1 ✓ #2 ✓	#171,738.50	✓ ~~CD. Copies~~
#7	~~Ridley Const.~~ Rigney Const.	#1 ✓ #2 ✓	#273,946.95	✓
#8	RG Enterprises	#1 ✓ + #2 ✓	#279,082.00	✓
#9	Artillery LLC.	#1 ✓ + #2 ✓	#221,316.00	✓

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – PRECINCT NO. 4

BID OPENING DATE: May 31, 2017	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Road Improvements – Sunflower Road"

BID NO.: 017-128-05-24-HGO **ADDENDUM #1 & #2 REQUIRED**	**PROCURMENT SPECIALIST:**

BID # RFB#	NAME OF COMPANY	ADDENDUM	TOTAL PRICE	BID BOND OR CHECK INCLUDED
#10	IOC	#1 #2	#277,836 ex	✓
#2 11	Galaxy	#1 #2	#195,602 ex	✓
#3				
#4				
#5				
#6				
#7				
#8				
#9				

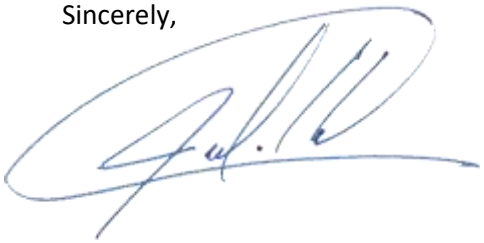
June 6, 2017

Joseph Palacios, Commissioner
Hidalgo County Precinct 4
1051 N. Doolittle Rd.
Edinburg, TX 78542

Dear Mr. Palacios:

The lowest bidder for **"Road Improvements to Sunflower Rd Project"** Bid No. 2017-128-05-24-HGO is **RGV Asphalt, LLC.** Please see attached bid tabulation for the above mentioned project. Our recommendation based on the verified breakdown is to go with the lowest bidder with a Base Bid Price of **$171,738.50** (RGV Asphalt, LLC). Please advise on how to proceed.

Sincerely,



Julio Cerda, P.E.
President
South Texas Infrastructure Group, LLC

Sunflower Road Project BID NO: 2017-128-05-24-HGO June 6, 2017	
Company	**Base Bid Price**
Five Star Galaxy Construction, LLC	$194,834.07
IOC Company, LLC	$277,836.00
Artillery, LLC	$221,316.00
RG Enterprises, LLC dba G&G Contractors	$279,073.25
RGV Asphalt, LLC	**$171,738.50**
M.J.A. Construction, LLC	$191,781.43
GNH Company, LLC	$235,811.50
J.M. Construction	$227,364.00
Filegonia Site Contractors, LLC	$209,374.10
Gonzalez-De La Garza & Associates, LLC	$320,328.79
Rigney Construction, LLC	$273,946.93

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 27, 2017

RGV Asphalt, LLC
Alvaro Torres
722 E. Anderson Rd.
Donna, TX 78537

via e-mail: rgvasphalt@outlook.com

RE BID NO.: 2017-128-05-24-HGO
Notice of Bid Award for: Hidalgo County Precinct No. 4–"Road Improvements to Sunflower Road"
CONTRACT NO.: C-17-128-06-27

Dear Mr. Torres:

Congratulations! This is to notify you that pursuant to action taken at the Commissioners' Court meeting held on June 27, 2017, the Base Bid for the above-mentioned project was awarded to your company in the total amount of $171,738.50. The award was made subject to your company's compliance with HB-1295 described in the attached letter.

Our next step will be to complete a contract to present to Commissioners' Court for approval. For this purpose, five original copies of the contract will have to be distributed; therefore, we are requesting you provide Payment and Performance Bonds in five original sealed duplicates dated for June 27, 2017, and your Acord certificate of insurance with required coverages.

We need to proceed with this project as soon as possible; therefore, we are requesting you contact Mr. Julio Cerda at the office of the project engineer South Texas Infrastructure Group at 956-424-3335 at your earliest convenience for additional forms and information required.

We sincerely appreciate your time and interest in submitting bids and we extend an invitation to you on future bids. If you have any questions please call me at 956-318-2626 or to my e-mail address heidi.ortiz@co.hidalgo.tx.us.

Sincerely,

Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department

Enclosures
cc: Julio Cerda, PE
Maria Lucio, Pct. No. 4
Steven Cruz, Pct. No. 4
Lizbeth Gonzalez, Pct. No.4

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:
2017-232113

Date Filed:
07/05/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RGV ASPHALT,LLC
Donna, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-17-128-06-27
Construction

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.

JESSICA L. MENDIOLA
MY COMMISSION EXPIRES
NOVEMBER 12, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said RGV Asphalt LLC, this the 5th day of July, 20 17, to certify which, witness my hand and seal of office.

Jessica L Mendiola — Jessica L Mendiola

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			1
STATE	STATE DIST.NO.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			SUNFLOWER

HIDALGO COUNTY
PRECINCT NO.4

PLANS OF PROPOSED ROADWAY IMPROVEMENT
HIDALGO COUNTY

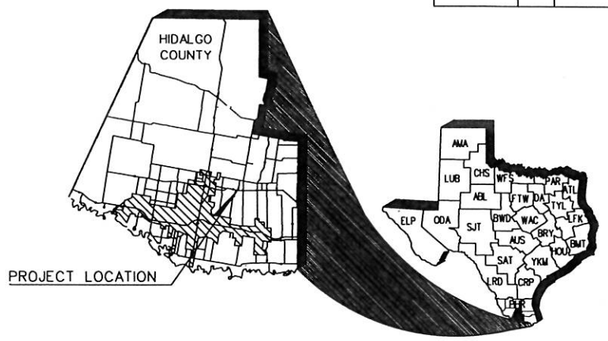
SUNFLOWER RD

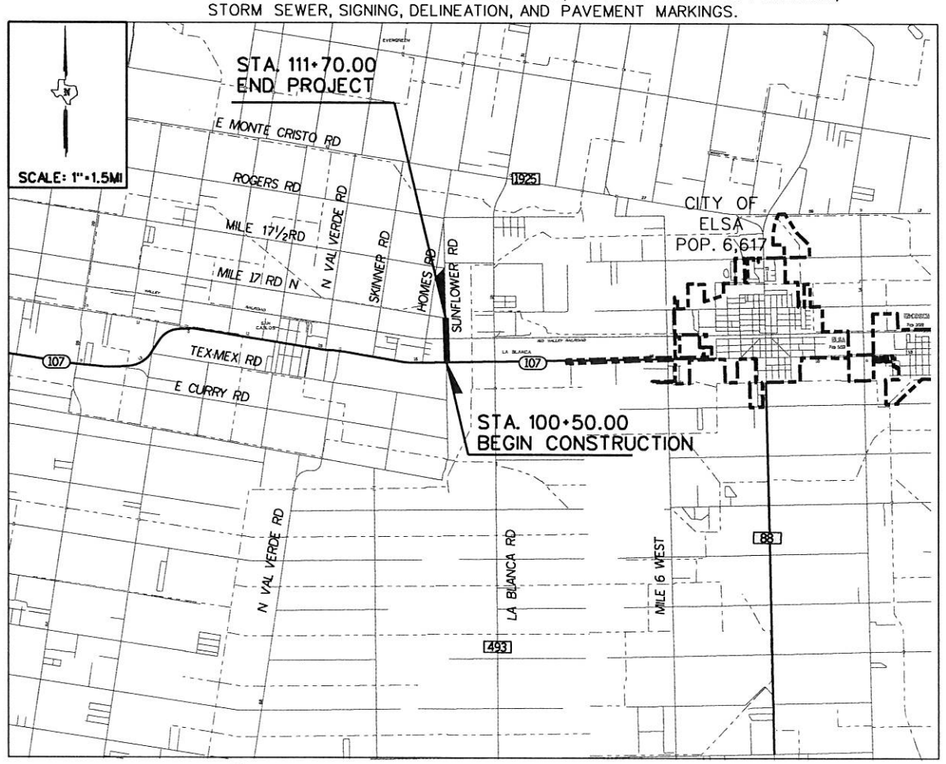
PROJECT LENGTH = 1,120 FT. = 0.212 MI.

NET LENGTH OF PROJECT = 1,120 FT. = 0.212 MI.

LIMITS: FROM SH 107 TO 0.2 MI. NORTH OF SH 107

TYPE: WIDENING OF A NON-FREEWAY FACILITY CONSISTING OF GRADING, COMPACTING SUBGRADE, LIME TREATED FLEXIBLE BASE, ASPHALT CONCRETE PAVEMENT, STORM SEWER, SIGNING, DELINEATION, AND PAVEMENT MARKINGS.





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INDEX DATA
SHEET ON PAGE 2

FINAL PLAN DATA :

FINAL CONTRACT PRICE: _____
CONTRACTORS NAME: _____
CONTRACTORS ADDRESS: _____
LETTING DATE: _____
DATE WORK BEGAN: _____
DATE WORK COMPLETED: _____
DATE OF ACCEPTANCE: _____

CHANGE ORDERS AND SUPPLEMENTAL AGREEMENTS:

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

HIDLAGO COUNTY PRECINCT NO.4 :

DATE:

SUNFLOWER ROAD

COUNTY HIDALGO
HWY. NO. SUNFLOWER
DATE ACCEPTED

PROJ. NO.
LETTING DATE

SUNFLOWER RD PROJECT DATA

DESIGN SPEED: 30 MPH	FUNCTION CLASS: LOCAL RD
EXCEPTIONS: NONE	BRIDGE NONE
RAILROAD CROSSINGS: NONE	ADT N/A
EQUATIONS: NONE	

TDLR INSPECTION IS NOT REQUIRED

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 2012).

SOUTH TEXAS INFRASTRUCTURE GROUP

APPROVED FOR LETTING / DATE :

NAME, TITLE

P4

APPROVED FOR LETTING / DATE :

NAME, TITLE

M:\Chris\Precinct 4\Sunflower\01 GENERAL\01 Title Sheet\Title.dgn

1/27/2017

STANDARD SHEETS 13-27, 32-35, 43-49, 54-61, 64-66 & 68-69 HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

4/27/2017
DATE

STATE OF TEXAS
JULIO CESAR CERDA
90524
LICENSED PROFESSIONAL ENGINEER

GENERAL

1	TITLE SHEET
2	INDEX OF SHEETS
3	PROJECT LAYOUT
4	SURVEY CONTROL SHEETS
5	OMIT
6	TYPICAL SECTION
7 - 8	ESTIMATED QUANTITIES
9	EARTHWORK QUANTITIES
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TRAFFIC CONTROL PLAN

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23	[S] TCP(2-2)-13
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27	[S] WZ(RCD)-13

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33	[D] DRIVEWAY DETAILS PRIVATE (RESIDENTIAL-COMMERCIAL)
34	[D] DRIVEWAY PROPFILE DETAILS
35	[D] SAFETY END TREATMENT

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37	HYDRAULIC DATA SHEETS
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44	[S] DESIGN DATA FOR PRECAST BASE JUNCTION BOX
45	[D] RIP-RAP DETAIL
46	[S] CH-FW-0
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66	[S] PM(3)-12

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[D] - DENOTES DISTRICT STANDARD
[S] - DENOTES STATE STANDARD

P4

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER ROAD
INDEX OF SHEETS

DRAWING:		FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:		6	TEXAS					10th ST
ENGINEER:		STATE DIST. NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK:		PHR	HIDALGO	0921	02	300		2
REVIEW:								
CK:								

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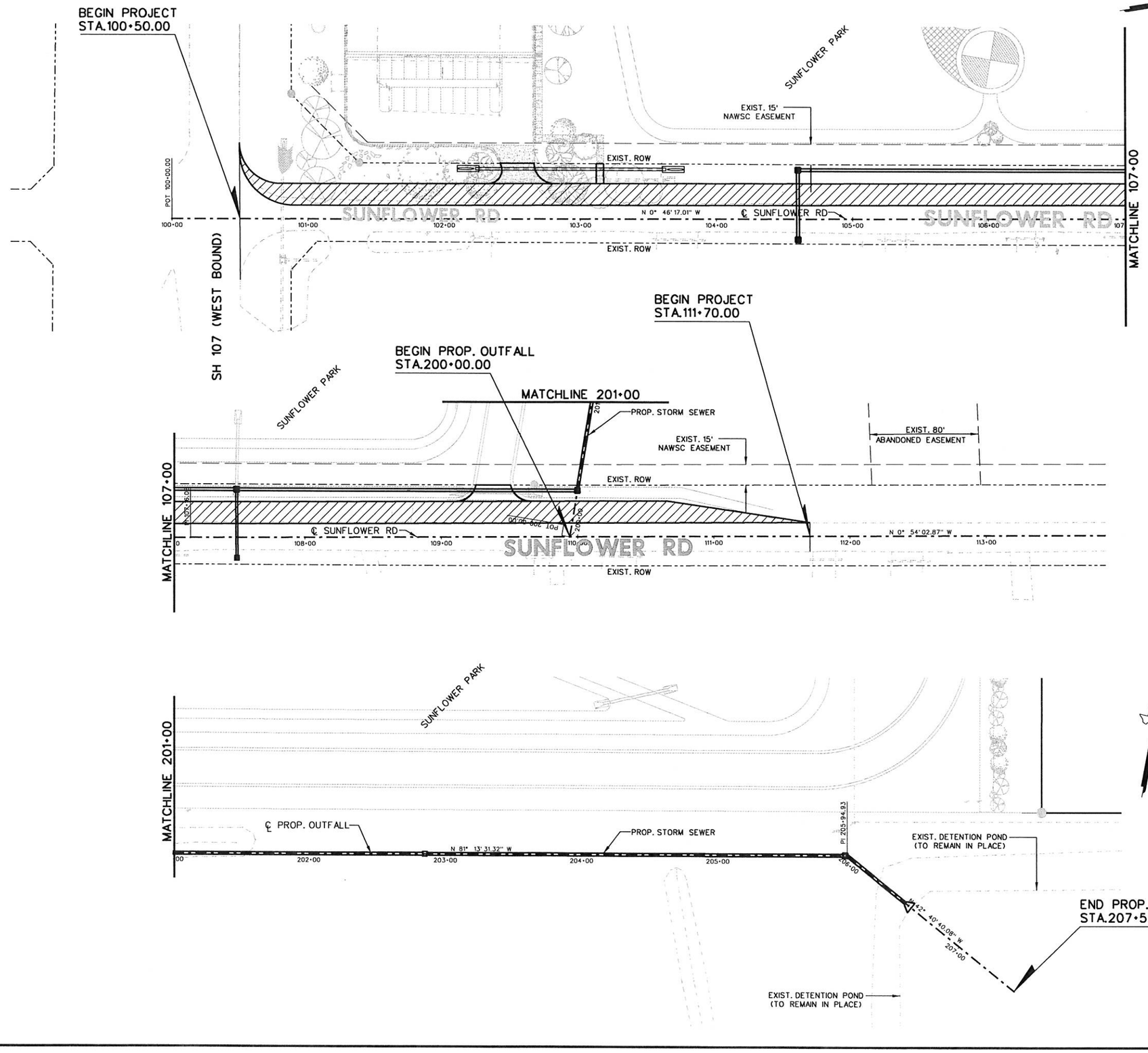
1/27/2017



STATE OF TEXAS
JULIO CESAR CERDA
90524
LICENSED PROFESSIONAL ENGINEER

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER ROAD PROJECT LAYOUT

SCALE: 1" = 300'

SHEET 1 OF 1

DRAWING:	FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:	6	TEXAS					Sunf.
ENGINEER:	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK:	PHR	HIDALGO	921	02			3
REVIEW:							
CK:							

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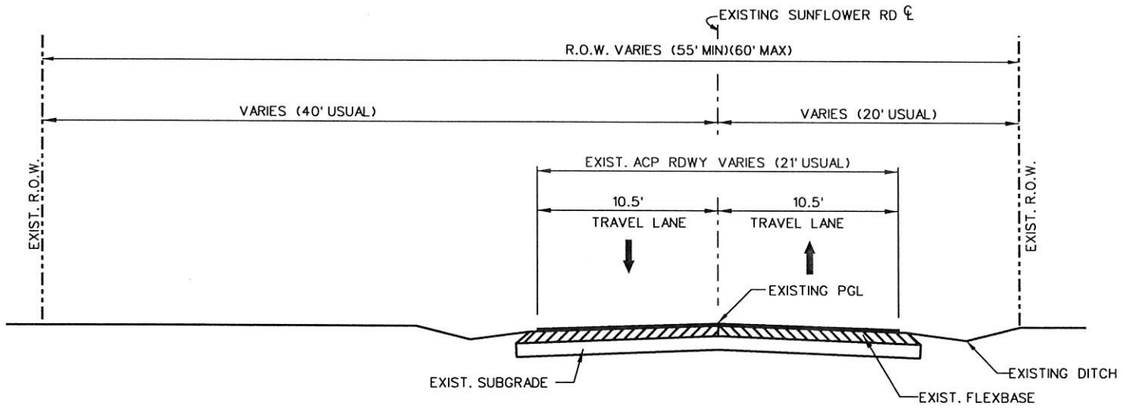
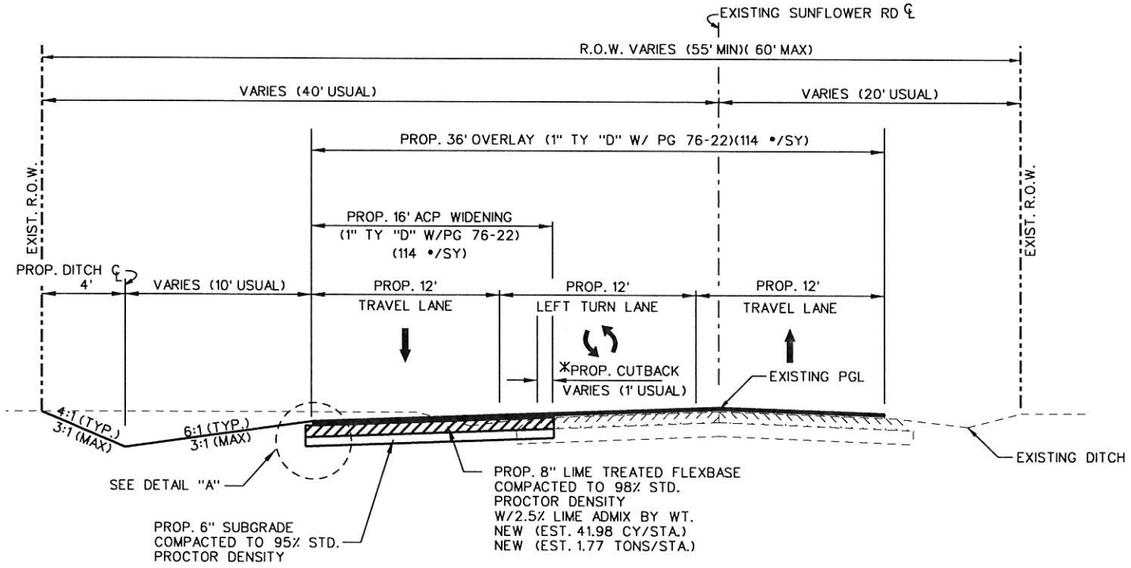
1/27/2017



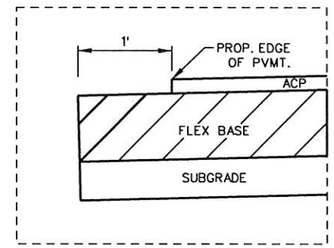
EXIST. SUNFLOWER RD. TYPICAL SECTION

STA. 100+50.00 TO STA. 111+70.00



PROP. SUNFLOWER RD. TYPICAL SECTION

STA. 100+50.00 TO STA. 111+70.00



DETAIL "A"
N.T.S.

GENERAL NOTES:

WHERE REQUIRED BY FIXTURES OR UNUSUAL CONDITIONS, THE GOVERNING SLOPES MAY BE VARIED WHEN SPECIFICALLY DIRECTED BY THE ENGINEER.

THE PROP. FLEXBASE SHALL BE NEW MATERIAL.

WHERE POSSIBLE AND UNLESS OTHERWISE DIRECTED BY THE ENGINEER, PERMISSIBLE CONSTR. JOINTS SHALL FALL ON STRIPING LINES AS SHOWN ON STRIPING DETAILS.

ALL GRADING SHALL BE WITHIN THE R.O.W. LIMITS.

114•/SY OF ACP IS EQUIVALENT TO 1" DEPTH OF ACP.

PGL - DENOTES PROFILE GRADE LINE

PCJ - DENOTES PERMISSIBLE CONSTRUCTION JOINT

A STATION IS EQUIVALENT TO 100 FT.

* THE PROP. CUTBACK OPERATIONS SHALL BE CONSIDERED SUBSIDIARY TO PERTINENT ITEMS.

STATE OF TEXAS
JULIO CESAR CERDA
90524
LICENSED PROFESSIONAL ENGINEER

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER ROAD TYPICAL SECTIONs

SHEET 1 OF 1

DRAWING:		FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:		6	TEXAS					Sunf.
ENGINEER:		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK:		PHR	HIDALGO	921	02			6
REVIEW:								
CK:								

1/27/2017 M:\Chris\Precinct 4\Sunflower\01 GENERAL\04 Typical Sections\Sunflower_typ_PSE_Prop_Cross St.dgn

SUMMARY OF ROADWAY ITEMS

LOCATION	LENGTH (FT)	100 6002 PREPARING ROW (STA)	CUT 110 6001 EXCAVATION (ROADWAY) (CY)	FILL 132 6006 EMBANKMENT (FINAL) (DENS CONT) (TY C) (CY)	204 6003 SPRINK DUST CONTROL 8MG/STA (MG)	SUBGRADE 112 6003 SUBGRADE WIDENING (17' WIDTH) (SY)	FLEXIBLE BASE 247 6225 FLEX. BASE (RDWY DEL) TY"E" GR.4 (FINAL POS) (CY)	FLEXIBLE BASE ✱ 260 6043 LIME HYD,COM OR QK(SLRY) 2.5% BY WT. (TON)	FLEXIBLE BASE 260 6015 LIME TREAT (NEW BASE) (8") (SY)	PRIME COAT 310 INFO-ONLY AREA ⊕ (SY)	PRIME COAT 310 6009 ASHP MAT'L (MC-30) 0.2 GAL/SY (GAL)	ASPH. CONC. PAV. 341 INFO-ONLY AREA ⊕ (SY)	ASPH. CONC. PAV. 341 6047 D-GR HMA (QCQA) TY-D SAC-A PG 76-22 114 #/SY (TON)
		EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.
SUNFLOWER RD													
WIDENING	1120	11.2	624	71	90	2017	448	19	2017	1898	380	1898	109
OVERLAY	1120											4398	250
GRAND TOTAL		11.2	624	71	90	2017	448	19	2017	1898	380	6296	359

✱ PERCENT OF LIME MAY BE VARIED WHERE REQUIRED OR AS DIRECTED BY THE ENGINEER

⊕ FOR CONTRACTOR'S INFORMATION ONLY. (NON-PAY)

EST. WT. OF FLEXIBLE BASE (NEW)
- 3375 #/CY COMPACTED DRY WEIGHT

SUMMARY OF PLAN AND PROFILE SHEET ITEMS (ITEM 104, 496, 530, & 531)

PLAN & PROFILE SHEET	104 6015 REMOV CONC (SIDEWALK) (SY)	104 6017 REMOV CONC (DRWY) (EA)	496 6004 REMOV STR (SET) (EA)	496 6007 REMOV STR (PIPE) (LF)	530 6004 DRIVEWAYS (CONC) (SY)	531 6001 CONC SIDEWALKS (4") (SY)
	EST.	EST.	EST.	EST.	EST.	EST.
SUNFLOWER RD						
P&P SHEETS						
1 OF 3	17	109	2	140	47	9
2 OF 3				20		
3 OF 3					44	
GRAND TOTAL	17	109	2	160	91	9

SUMMARY OF PROP. DRAINAGE STRUCTURES

SHEET NO.	NON-PAY STRUCT EXCAV (CY)	ITEM 400 6006 CUT & RESTORING PAV (SY)	ITEM 400 6011 SAND BACKFILL (CY)	ITEM 402 6001 TRENCH EXCAVATION PROTECTION (LF)	ITEM 432 6001 RIRRAP (CONC) (4") (CY)	ITEM 464 6003 RC PIPE (CL III) (18") (LF)	ITEM 464 6038 RC PIPE (CL III) (18") (SPL) (LF)	ITEM 464 6039 RC PIPE (CL III) (24") (SPL) (LF)	ITEM 467 6363 SET (TY II)(18") (RCP)(6:1) (P) (EA)	ITEM 465 6070 INLET (COMPL) (PSL)(RC) (3'X3') (EA)	ITEM 465 6126 INLET (COMPL) (PSL)(FG) (3'X3') (3'X3') (EA)	ITEM 466 6005 HEADWALL (CH-FW-0) (24") (EA)
	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.
SUNFLOWER RD												
U&D SHEETS												
1 OF 5						140			2			
2 OF 5	474	22	249	629	12		47	582			4	
3 OF 5					3						1	
4 OF 5	590		223	554				554		1		
5 OF 5	72		24	59				59		1		1
GRAND TOTAL	1136	22	496	1242	15	140	47	1195	2	2	5	1

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER RD ESTIMATED QUANTITIES

SHEET 1 OF 2

DN:		FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN:		6	TEXAS					7
DW:		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW:			HIDALGO					SNFLWR
TR:								
CK TR:								

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1/27/2017

SUMMARY OF REFLECTORIZED PVMT. MARKINGS, PREFAB. PVMT. MARKINGS, & REFLECTORIZED PVMT. MARKERS (ITEM 666, 668, & 672)

PAVEMENT MARKING SHEET	666 6036 REFL PAV MRK TY I (W) 8" (SLD) (100MIL) (LF)	666 6048 REFL PAV MRK TY I (W) 24" (SLD) (100MIL) (LF)	666 6120 REFL PAV MRK TY I (Y) 4" (BRK) (100MIL) (LF)	666 6126 REFL PAV MRK TY I (Y) 4" (SLD) (100MIL) (LF)	666 6141 REFL PAV MRK TY I (Y) 12" (SLD) (100MIL) (LF)	668 6019 PREFAB PAV MRK TY B (W) (ARROW) (EA)	668 6027 PREFAB PAV MRK TY B (W) (WORD) (EA)	672 6007 REFL PAV MRKR TY I-C (EA)	672 6009 REFL PAV MRKR TY II-A-A (EA)
	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.	EST.
SUNFLOWER RD									
SHEET 1 OF 2	120	30	260	1380		3	3	6	44
SHEET 2 OF 2			60	1056	100				48
GRAND TOTAL	120	30	320	2436	100	3	3	6	92

SUMMARY OF SEDIMENT CONTROL DEVICES (ITEM 164, 166, 168, & 506)

SW3P LAYOUT SHEET	164 6022 CELL FBR MLCH SEED (PERM)(RURAL) (SANDY) (ACRE)	166 6002 FERTILIZER ⊕ (TON)	168 6001 VEGETATIVE WATERING (MG)	506 6021 CONSTRUCTION EXIT (INSTALL) (TY 2) (SY)	506 6024 CONSTRUCTION EXIT (REMOVE) (SY)	506 6041 BIODEGRADABLE EROSION CNTRL LOGS (12" DIA) INSTALL (LF)	506 6043 BIODEGRADABLE EROSION CNTRL LOGS REMOVE (LF)
	EST.	EST.	EST.	EST.	EST.	EST.	EST.
SUNFLOWER RD							
SHEET 1 OF 1	0.36	180	55	156	156	145	145
GRAND TOTAL	0.36	180	55	156	156	145	145

⊕ FOR CONTRACTOR'S INFORMATION ONLY. (NON-PAY)

SUMMARY OF INSTALL SMALL ROAD SIGNS

LOCATION	644 6027 INS SM RD SN SUP&AM TY S80 (1) SA (P) (EA)	644 6076 REMOVE SM RD SN SUP & AM (EA)
	EST.	EST.
SUNFLOWER RD		
GRAND TOTAL	7	2

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SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER RD ESTIMATED QUANTITIES

SHEET 2 OF 2

DN:		FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN:		6	TEXAS					8
DW:		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW:			HIDALGO					SNFLWR
TR:								
CK TR:								

Station	Material Name	End Areas (sq. ft.)	Unadjusted Volumes (cu. yd.)	Adjusted Volumes (cu. yd.)	Mult Factor	Mass Ordinate
100+50.00 DIRT						
	Excavation	119.1	0	0	1.00	
	Fill	0.0	0	0	1.00	0
101+00.00 DIRT						
	Excavation	35.3	143	143	1.00	
	Fill	4.0	4	4	1.00	139
101+50.00 DIRT						
	Excavation	12.5	44	44	1.00	
	Fill	2.8	6	6	1.00	177
102+00.00 DIRT						
	Excavation	13.4	24	24	1.00	
	Fill	0.8	3	3	1.00	198
102+50.00 DIRT						
	Excavation	30.4	41	41	1.00	
	Fill	0.0	1	1	1.00	238
103+00.00 DIRT						
	Excavation	21.7	48	48	1.00	
	Fill	0.0	0	0	1.00	286
103+50.00 DIRT						
	Excavation	12.0	31	31	1.00	
	Fill	0.0	0	0	1.00	317
104+00.00 DIRT						
	Excavation	11.5	22	22	1.00	
	Fill	0.6	1	1	1.00	338
104+50.00 DIRT						
	Excavation	6.1	16	16	1.00	
	Fill	2.6	3	3	1.00	351
105+00.00 DIRT						
	Excavation	10.2	15	15	1.00	
	Fill	0.7	3	3	1.00	363
105+50.00 DIRT						
	Excavation	6.1	15	15	1.00	
	Fill	1.9	2	2	1.00	376
106+00.00 DIRT						
	Excavation	13.1	18	18	1.00	
	Fill	0.5	2	2	1.00	392
106+50.00 DIRT						
	Excavation	10.5	22	22	1.00	
	Fill	2.2	3	3	1.00	411
107+00.00 DIRT						
	Excavation	14.4	23	23	1.00	
	Fill	0.6	3	3	1.00	431
107+50.00 DIRT						
	Excavation	9.6	22	22	1.00	
	Fill	2.0	2	2	1.00	451
108+00.00 DIRT						
	Excavation	10.9	19	19	1.00	
	Fill	0.9	3	3	1.00	467
108+50.00 DIRT						
	Excavation	6.6	16	16	1.00	
	Fill	4.3	5	5	1.00	478
109+00.00 DIRT						
	Excavation	11.4	17	17	1.00	
	Fill	0.3	4	4	1.00	491
109+50.00 DIRT						
	Excavation	8.5	18	18	1.00	
	Fill	0.6	1	1	1.00	508
110+00.00 DIRT						
	Excavation	21.1	27	27	1.00	
	Fill	0.0	1	1	1.00	534
110+50.00 DIRT						
	Excavation	2.9	22	22	1.00	
	Fill	7.7	7	7	1.00	549
111+00.00 DIRT						
	Excavation	6.0	8	8	1.00	
	Fill	4.5	11	11	1.00	546
111+50.00 DIRT						
	Excavation	4.7	10	10	1.00	
	Fill	1.0	5	5	1.00	551
111+70.00 DIRT						
	Excavation	4.3	3	3	1.00	
	Fill	0.4	1	1	1.00	553

* GRAND SUMMARY TOTALS

Material Name		Unadjusted Volumes (cu. yd.)	Adjusted Volumes (cu. yd.)	Mult Factor
DIRT				
	Excavation	624	624	1.00
	Fill	71	71	1.00

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1/27/2017

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER ROAD EARTHWORK QUANTITIES

DN:		DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CK DN:		CONT	SECT	JOB	HIGHWAY
DW:					SUNFLOWER
CK DW:		DIST	COUNTY		SHEET NO.
TR:		PHR	HIDALGO		9
CK TR:					

GENERAL NOTES:

Use the Texas Department of Transportation's "Standard Specifications for Construction And Maintenance of Highways, Streets, And Bridges" (November 2014) for item specifications information and requirements. The specification book shall read "Hidalgo County Precinct No. 2" in lieu of "The Texas Department of Transportation" and/or "The Department".

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GENERAL REQUIREMENTS AND COVENANTS TO ITEMS 1 THRU 9

For all pits or quarries, comply with the "Texas Aggregate Quarry and Pit Safety Act."

Contact the 1-800 call services for locations of utilities before beginning any scarifying or excavating operations.

ITEM 100: Preparing Right of Way

Preparation of ROW will be done in accordance with the construction phasing shown on the Traffic Control Plans. Performance of this item will not be allowed outside of the project's current construction phase without prior approval by the County.

ITEM 132: Embankment

Embankment (DENS CONT) shall be Type C with a max. PI of 40. Material used as embankment material in the top two feet below the bottom of Flexible Base shall meet the following requirements based on preliminary tests and such other tests found necessary by the County.

1. The material shall be such as to produce a well-bonded embankment and shall have a minimum PI of 8 and a maximum PI of 30.

It is the Contractor's responsibility to advise the Engineer of the location of the source sufficiently in advance to avoid delay.

ITEM 164: Seeding for Erosion Control

During drill seeding operations, application methods shall be in accordance with the method shown in the Standard Specification Book.

SS-1 Tacking Agent shall be a ratio of 2:1, two (Emulsion) to one (water) and applied at a rate of 0.05 gallons per square yard. The SS-1 Tacking Agent required for Drill Seed operations, will not be paid for directly, but will be subsidiary to Item 164 "Drill Seeding." Watering shall not be use with the Drill Seed Method.

ITEM 247: Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Flexible Base (TY E GR 4) or (TY D GR 4) crushed concrete shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
½"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

Two (2) percent lime (by weight) will be incorporated into the Flexible Base in the field at the County's expense in accordance with the provisions of Items 260.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

ITEM 260: Lime Treatment (Road Mixed)

The Contractor's attention is called to the fact that certain existing and/or proposed structures are within the limits of the lime-treated Subgrade. Unless otherwise directed by the County, these structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

P4

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER RD
GENERAL NOTES

DRAWING:		FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:		6	TEXAS					SNFLWR
ENGINEER:		STATE DIST. NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK:			HIDALGO					10A
REVIEW:								
CK:								

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ITEM 341: Dense-Graded Hot-Mix Asphalt

The contractor shall exercise diligence in the application of "Tack Coat" by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

Blading (not to exceed more than 3-ft from the pavement edge) may also be necessary to clean dirt and grass from pavement edges and turnout areas as work under this bid Item. The cost of this blading will not be paid for directly, but shall be considered subsidiary to this bid Item.

This project will require the following minimum surface aggregate Classifications:

County	CSJ	Highway	Classification
Hidalgo	N/A	Sunflower Rd	A

RAP (recycled asphalt pavement) to be recycled will be stockpiled separately from other project sources and Contractor owned RAP. Each stockpile will be clearly marked by the Contractor indicating project source.

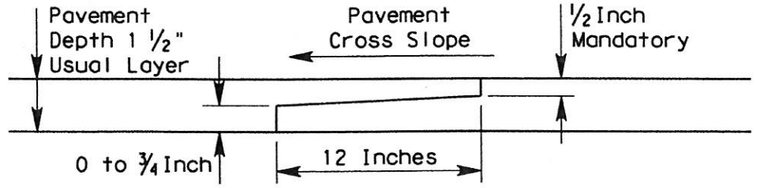
The Contractor shall exercise diligence during milling operations in order to avoid contamination. The RAP stockpiles are subjected to PI and decantation requirements as specified under this Item.

Recycled asphaltic pavement to be salvaged as shown in plans will be available for use as RAP in the hot-mix for this project.

All surplus RAP from this project will remain the property of the State.

Level-up will be placed before the surface course. An asphaltic concrete spreading and finishing machine and/or motor graders; when approved by the Engineer may be used to place the ACP level-up.

All unconfined longitudinal joints shall be constructed with a joint maker providing a maximum ½-inch vertical edge and a minimum 6:1 edge taper or as approved by the Engineer.



NOTCHED WEDGE JOINT

The engineer may allow for variances to the dimensions shown.

The Hamburg wheel Test requirement for PG 64 binder will be 5,000 passes @ 0.5 inch rut depth.

Target Lab Molded Density for this project shall be 97%.

ITEM 400: Excavation and Backfill for Structures

If the Contractor elects to cut pavement (existing/detour) for structural work beyond that required by the construction phasing shown in the plans and approved by the Engineer, it shall be restored at his expense and backfilled to its original condition or better in accordance with Item 400.

Unless shown otherwise in the plans, use a 1-ft depth for Item 400 Structural Excavation (Special for gravel bedding needed below drainage structures with unstable material.

ITEM 421: Hydraulic Cement Concrete

Submit to the County for approval the project locations for all Portland Cement concrete washout areas prior to starting any concrete work.

Use membrane curing, Type 2, for concrete curb, gutter and combined curb and gutter, concrete medians, directional islands and sidewalks.

ITEM 432: Riprap

Provide Class "A" concrete minimum for riprap aprons placed around all box culvert and pipe safety end treatments. Provide ¼-inch thick dummy joints at least every 15-ft for riprap aprons placed around box and pipe culverts.

Do not use fiber reinforced concrete RIPRAP on side slopes equal to or steeper than 6:1 unless approved by the engineer.

ITEM 464: Reinforced Concrete Pipe

Use tongue and groove pipe where the RCP extends into the lime treated subgrade. The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer.

ITEM 465: Junction Boxes, Manholes & Inlets

For TY PSL with RG, FG, or SFG lid inlets, provide Class B concrete riprap with (6"x6" W3xW3 (no. 6 gauge) welded wire fabric) for any side that is touching the natural ground. The riprap will

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER RD
GENERAL NOTES

DRAWING:		FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:		6	TEXAS					SNFLWR
ENGINEER:		STATE DIST. NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK:			HIDALGO					10B
REVIEW:								
CK:								

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ITEM 466: Headwalls and Wingwalls

Use pre-cast headwalls/wingwalls.

ITEM 471: Frames, Grates, Rings, and Covers

All grates will be tack welded to the frames in a manner satisfactory to the Engineer.

ITEM 502: Barricades, Signs, and Traffic Handling

Shadow vehicles equipped with Truck-Mounted Attenuators are required.

Replace/relocate all regulatory signs removed due to construction operations with the same sign on fixed support(s) immediately upon its removal. First obtain County approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replacement sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

From the beginning to the end of the project, all traffic control devices need to be in acceptable condition as per the Texas Quality Guidelines for Work Zone Traffic Control Devices.

ITEM 504: Field Office and Laboratory

For this project a field office will not be required at the project site.

ITEM 530: Intersections, Driveways, and Turnouts

Prime coat shall meet the requirements of Item 310.

Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the County.

Public and private driveways need to have a smooth vertical transition tie-in between the propose driveway and the existing driveway. The contractor is to add a vertical taper if needed which will be subsidiary to Item 530.

ITEMS 636: Signs

Complete sign blanks and panels shall be handled and stored at the job site in such a manner that corners, edges and faces are not damaged. Finished sign blanks shall be stored in either a weathe proof warehouse or outside and off the ground in a vertical position. All paper, cardboard and chemically treated separators and packaging shall be removed prior to outside storage.

ITEM 644: Small Roadside Sign Assemblies

All signs shall be installed as shown in the plans and in accordance with the current edition of the "Texas Manual on Uniform Traffic Control Devices" and the "Sign Crew Field Book" (SCFB).

All signs shall be erected according to the locations shown on the signing layout sheets except that a sign may be shifted in order to secure a more desirable location. All sign locations will be staked as shown in the plans and as approved. It is the intent of the plans to erect all roadside traffic signs with the sign edge a minimum of 6 feet from the edge of the shoulder, or if none, 12 feet from the edge of the travel lane. In curb and gutter sections the sign edge shall be a minimum of 2 feet from the face of the curb.

For this project, aluminum type sign blanks as provided for under Item 636 will be required for all proposed signing installed under Item 644. Aluminum sign blanks less than 7.5 square feet shall be 0.08 inch thick, sign blanks 7.5 to 15 square feet shall be 0.100 inch thick and sign blanks greater than 15 square feet shall be 0.125 inch thick.

All excess excavation shall be spread uniformly inside the right of way as directed and shall be included in the price of these Items.

Sign types which design details are not shown on the plans shall conform with the latest edition of the Department's "Standard Highway Sign Design for Texas" Manual.

Signs shown to be removed shall include the complete sign installation and separate the sign post at the concrete foundation. The concrete foundation shall be disposed in accordance with this Bid Item. Except for concrete foundations, all removed sign panels, sign posts, and hardware shall remain then property of the Department. All removed sign installations shall be completely disassembled. All salvageable sections of sign panels shall be recycled by TxDOT. The removec sign material will be required to be hauled to the maintenance yard closest to the project. No sign shall be removed without prior approval.

ITEMS 662 and 666: Work Zone Pavement Markings and Retroreflectorized Pavement Marking

All permanent pavement markings and work zone pavement markings for this project under these Items shall be 0.100 inches (100 mil) thick thermoplastic.

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER RD
GENERAL NOTES

DRAWING:		FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:		6	TEXAS					SNFLWR
ENGINEER:		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK:			HIDALGO					10C
REVIEW:								
CK:								

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GENERAL NOTES AND SPECIFICATIONS DATA:

USE A POWER-BROOM WHEN CLEANING THE ROADWAY AS NEEDED.

REMOVE & DISPOSE ALL MATERIAL NOT DEEMED SALVAGEABLE BY THE ENGINEER, UNLESS OTHERWISE SHOWN ON THE PLANS.

ON EXISTING PAVEMENT THAT WILL REMAIN IN PLACE, SAND BLAST OR SURFACE TREAT IN ORDER TO REMOVE EXISTING STRIPING.

DO NOT BLOCK DRAINAGE WHEN HANDLING & STOCKPILING EXCAVATED MATERIAL.

MAINTAIN ACCESS TO DRIVEWAYS AND INTERSECTIONS THROUGH ALL PHASES OF CONSTRUCTION.

THE CONTRACTOR SHALL PROVIDE ALL WEATHER PASSAGE TO ALL LOCAL TRAFFIC.

TRAFFIC CONTROL DEVICES:

AT THE COMMENCEMENT OF THE PROJECT, ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCEPTABLE CONDITION, AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT, AS PER GUIDELINES FOR TEMPORARY TRAFFIC CONTROL DEVICES AND FEATURES.

NOTIFY THE PROJECT ENGINEER IN WRITING(E-MAIL IS ACCEPTABLE) ONCE THE TRAFFIC CONTROL PLAN(TCP) AND ALL TRAFFIC CONTROL DEVICES HAVE BEEN INSTALLED AS PER PLANS ON THE PROJECT SO THAT THE COUNTY'S RESPONSIBLE PERSON ACCOMPANIED BY THE CONTRACTOR'S RESPONSIBLE PERSON CAN CONDUCT A NIGHT INSPECTION ON THE SAID TCP AND TRAFFIC CONTROL DEVICES. COMMENCEMENT OF WORK WILL NOT BE AUTHORIZED NOR ALLOWED UNTIL THE PROJECT ENGINEER NOTIFIES THE CONTRACTOR IN WRITING(E-MAIL IS ACCEPTABLE) TO PROCEED WITH THE WORK.

CONTRACTOR SHALL HAVE A SUFFICIENT AMOUNT OF TRAFFIC CONTROL DEVICES IN ACCEPTABLE CONDITION TO REPLACE ANY DAMAGED TRAFFIC CONTROL DEVICE WITHIN 24 HOURS OF NOTIFICATION.

PROVIDE ADDITIONAL SIGNS AND BARRICADES AS NECESSARY TO ADDRESS FIELD CONSTRUCTIBILITY & VISIBILITY. THESE ADDITIONAL SIGNS WILL BE CONSIDERED SUBSIDIARY TO ITEM 502.

REMOVE OR COMPLETELY COVER ALL EXISTING SIGNS WHICH ARE IN CONFLICT WITH THE TRAFFIC CONTROL PLAN.

ADJUST STOP SIGNS AS NEEDED ON INTERSECTING STREETS DURING THE VARIOUS CONSTRUCTION PHASES. DO NOT REMOVE ANY EXISTING STOP SIGNS UNTIL TEMPORARY SIGNS ARE IN PLACE.

COORDINATE THE TRAFFIC CONTROL PLAN AND THE VARIOUS SEQUENCES OF CONSTRUCTION WITH ADJACENT CONSTRUCTION PROJECTS IF APPLICABLE, TO ENSURE THE UNINTERRUPTED AND SAFE FLOW OF TRAFFIC.

NOTIFY THE COUNTY IN WRITING WHEN MAJOR TRAFFIC CHANGES ARE TO BE MADE. NOTIFICATIONS MUST BE GIVEN A MINIMUM OF THREE WORKING DAYS PRIOR TO THE CHANGE.

ALL WORK ZONE PAVEMENT MARKINGS FOR THIS PROJECT SHALL BE 0.100 INCHES (100 MIL) THICK THERMOPLASTIC.

SAFETY:

PROTECT EXPOSED PITS THAT MUST REMAIN OPEN DURING NON-WORKING HOURS AS PER OSHA REQUIREMENTS.

SEQUENCE OF CONSTRUCTION:

1. INSTALL PROJECT LIMIT AND ADVANCE WARNING SIGNS AND INSTALL CROSSROAD BARRICADES/SIGNS, AS SHOWN ON THE TRAFFIC PLANS (TCP), IN ACCORDANCE WITH THE LATEST TXMUTCD AND/OR AS DIRECTED BY THE PROJECT ENGINEER. THESE SIGNS SHALL BE ERECTED AND PLACED PRIOR TO COMMENCING ANY PROPOSED ROADWAY CONSTRUCTION AND SHALL REMAIN IN PLACE FOR THE DURATION OF THE PROJECT AND UNTIL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE COUNTY.

2. CLOSE SUNFLOWER ROAD ALLOWING PASSAGE TO LOCAL TRAFFIC ONLY AND DETOUR ALL REMAINING TRAFFIC THROUGH EXISTING HOLMES ROAD AS SHOWN ON THE TCP DETOUR LAYOUT AND IN ACCORDANCE WITH THE LATEST TXMUTCD AND/OR AS DIRECTED BY THE ENGINEER.

3. BEGIN SUNFLOWER ROAD WIDENING CONSTRUCTION INCLUDING CLEAN, RESHAPE, GRADE ROAD SIDE DITCHES, AND INSTALL THE DRAINAGE STORM SEWER INLETS AND PIPES. ONE EXISTING TRAVEL LANE SHALL REMAIN OPEN AT ALL TIMES DURING CONSTRUCTION OPERATIONS FOR LOCAL TRAFFIC TO CONTINUE TO ACCESS. THE CONTRACTOR SHALL OPEN ALL EXISTING LANES DURING NON-CONSTRUCTION OPERATION HOURS TO ALLOW BI-DIRECTIONAL LOCAL TRAFFIC TO CONTINUE TO ACCESS.

4. PLACE FINAL ACP OVERALY THROUGH ENTIRE WIDTH OF ROADWAY AS SHOWN ON THE PROPOSED TYPICAL SECTIONS AND IN ACCORDANCE WITH THE TCP STANDARDS AND PROJECT SPECIFICATIONS.

5. INSTALL EROSION CONTROL LOGS AND/OR ANY OTHER REQUIRED EROSION / SEDIMENTATION CONTROL DEVICES AS SHOWN ON THE SW3P LAYOUTS AND STANDARDS.

6. INSTALL FINAL STRIPING AND SIGNING.

7. OPEN SUNFLOWER ROAD TO FULL TRAFFIC AND REMOVE ALL TCP BARRICADES, SIGNS, CHANNELIZING DEVICES, AND EROSION / SEDIMENTATION CONTROL DEVICES AFTER APPROVAL AND ACCEPTANCE OF THE PROJECT BY THE COUNTY.

STATE OF TEXAS
JULIO CESAR CERDA
90524
LICENSED PROFESSIONAL ENGINEER

P4

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER RD
TRAFFIC CONTROL PLAN
GENERAL NOTES / SEQUENCE OF CONSTRUCTION

SHEET 1 OF 1

DRAWING:		DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CK:		CONT	SECT	JOB	HIGHWAY
ENGINEER:		921	02		Sunf.
CK:		DIST	COUNTY		SHEET NO.
REVIEW:			HIDALGO		11
CK:					

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LEGEND	
▬	CONSTRUCTION PHASE
→	DIRECTION OF TRAFFIC FLOW
▬	TYPE 3 BARRICADE
▬	CONSTRUCTION SIGN
▲	SIGN SPACING - 120'
■	SIGN SPACING - 500'
★	SIGN SPACING - 320'

SKINNER RD

MILE 17 RD N

SUNFLOWER RD

R20-3 48X42 OBEY WARNING SIGNS STATE LAW

G20-10T STAY ALERT — TALK OR TEXT LATER

SPEED LIMIT 30 R2-1 36X48

ROAD WORK AHEAD CW20-4D 48X48

DETOUR AHEAD CW20-2D 48X48

M4-12T SUNFLOWER RD DETOUR M4-9L 30X24

G20-5T 48X18 BEGIN ROAD WORK NEXT 1 MILES — NAME ADDRESS CITY STATE CONTRACTOR — G20-6 48X30

M4-12T SUNFLOWER RD DETOUR M4-9R 30X24

ROAD WORK AHEAD CW20-4D 48X48

ROAD WORK NEXT 1 MILE G20-1bR 72X36

G20-9TP 36x24 BEGIN WORK ZONE

R20-5T 36x36 TRAFFIC FINES DOUBLE

R20-5aTP PLAQUE 36x18 WHEN WORKERS ARE PRESENT

M4-12T SUNFLOWER RD DETOUR M4-9R 30X24

G20-2 48X24 END ROAD WORK

M4-8a 30X24 END DETOUR

M4-12T SUNFLOWER RD DETOUR M4-9L 30X24

DETOUR M4-10R 48X18

ROAD CLOSED TO THRU TRAFFIC R11-4

TY 3 BARRICADE

SUNFLOWER RD
STA. 111+70.00
END PROPJECT

RIO VALLEY RAILROAD

HERNANDEZ DR

HOLMES RD

TY 3 BARRICADE

R11-4 ROAD CLOSED TO THRU TRAFFIC

M4-12T SUNFLOWER RD DETOUR M4-9S 30X24

M4-10L 48X18 DETOUR

M4-12T SUNFLOWER RD DETOUR M4-9S 30X24

G20-1bR 72X36 ROAD WORK NEXT 1 MILE

DETOUR AHEAD CW20-2D 48X48

ROAD WORK AHEAD CW20-4D 48X48

G20-2 48X24 END ROAD WORK

M4-8a 30X24 END DETOUR

107

ROAD WORK AHEAD CW20-4D 48X48

DETOUR AHEAD CW20-2D 48X48

M4-12T SUNFLOWER RD DETOUR M4-9L 30X24

ROAD WORK NEXT 1 MILE G20-1bL 72X36

G20-2 48X24 END ROAD WORK

G20-5T 48X18 BEGIN ROAD WORK NEXT 1 MILES — NAME ADDRESS CITY STATE CONTRACTOR — G20-6 48X30

G20-9TP 36x24 BEGIN WORK ZONE

R20-5T 36x36 TRAFFIC FINES DOUBLE

R20-5aTP PLAQUE 36x18 WHEN WORKERS ARE PRESENT

SUNFLOWER RD
STA. 100+50.00
BEG PROJECT

G20-2 48X24 END ROAD WORK

M4-8a 30X24 END DETOUR

DETOUR AHEAD CW20-2D 48X48

ROAD WORK AHEAD CW20-4D 48X48

SPEED LIMIT 30 R2-1 36X48

STAY ALERT — TALK OR TEXT LATER G20-10T

OBEY WARNING SIGNS STATE LAW R20-3 48X42

TEX-MEX RD

1423

STATE OF TEXAS
JULIO CESAR CERDA
90524
LICENSED PROFESSIONAL ENGINEER

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER RD
TRAFFIC CONTROL PLAN
DETOUR LAYOUT

SHEET 1 OF 1

DN:		DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CK DN:	CONT	SECT	JOB		HIGHWAY
DW:	921	02			Sunf.
CK DW:	DIST		COUNTY		SHEET NO.
TR:			HIDALGO		12
CK TR:					

M:\Chris\Precinct 4\Sunflower\02 TCP\03 TCP DETOUR\Sunflower Rd DETOUR.dgn

1/27/2017

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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.

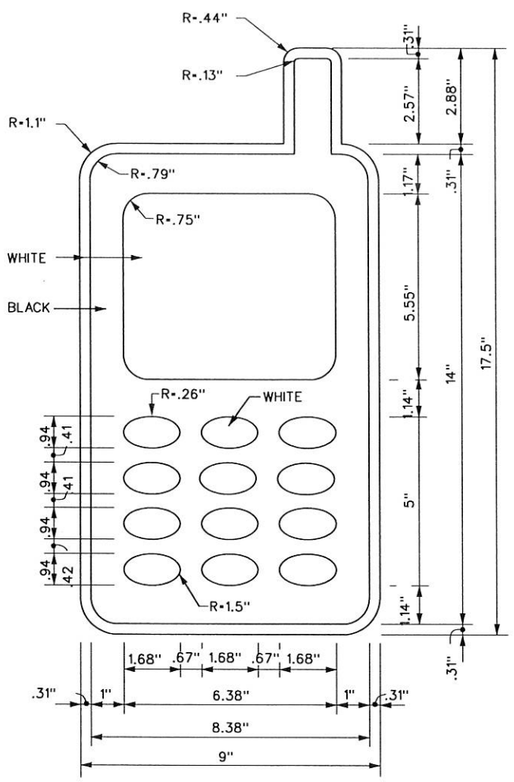
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.



3.0" Radius, 1.25" Border, 0.75" Indent, Black on Yellow:
[STAY ALERT] Font: D
3.0" Radius, 1.25" Border, 0.75" Indent, Black on Orange:
[TALK OR TEXT LATER] Font: C specified length:

SIGN DETAIL (G20-10T)

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-14

FILE: bc-14.dgn	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	921	02		Sunf.
4-03 5-10 8-14	DIST	COUNTY		SHEET NO.
9-07 7-13		HIDALGO		13

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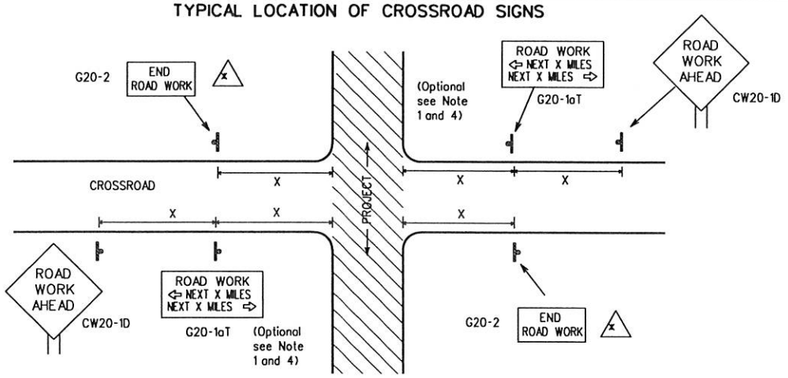
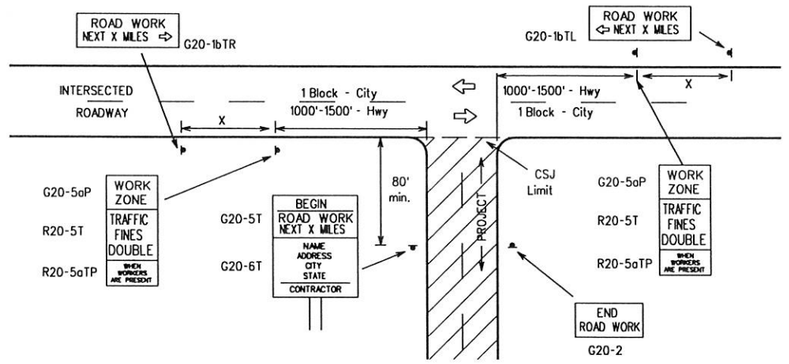
TYPICAL LOCATION OF CROSSROAD SIGNS



X May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of Engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D)sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT)sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING [1,5,6]

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4] CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign Spacing "X" Δ
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500 [2]
60	600 [2]
65	700 [2]
70	800 [2]
75	900 [2]
80	1000 [2]
*	* [3]

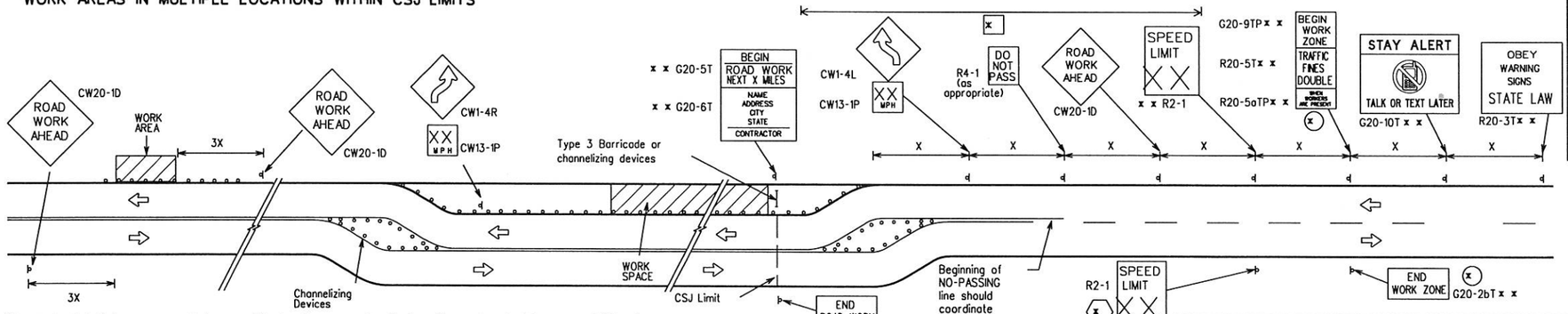
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

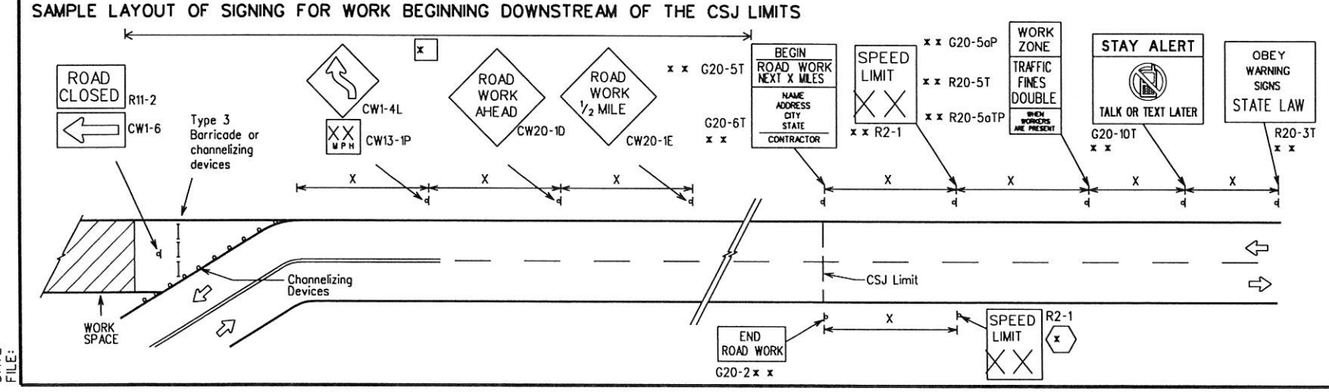
1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T)sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

(x) The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

x x Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

[x] Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

(x) Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND	
⊢⊣	Type 3 Barricade
○ ○ ○	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-14

FILE: bc-14.dgn	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
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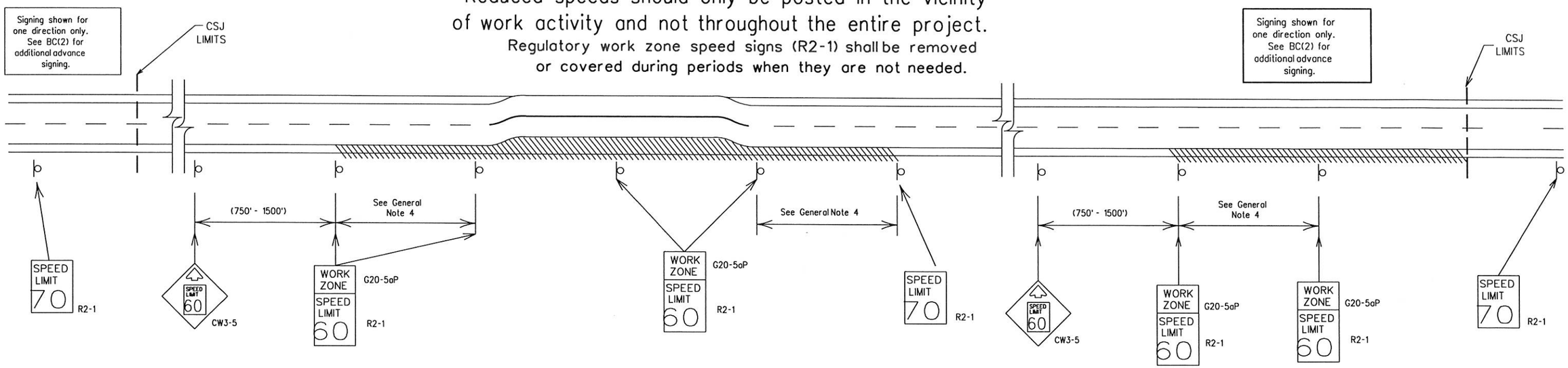
TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (CW3-5) sign, "WORK ZONE" (G20-5aP) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

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BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-14

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		HIDALGO		15

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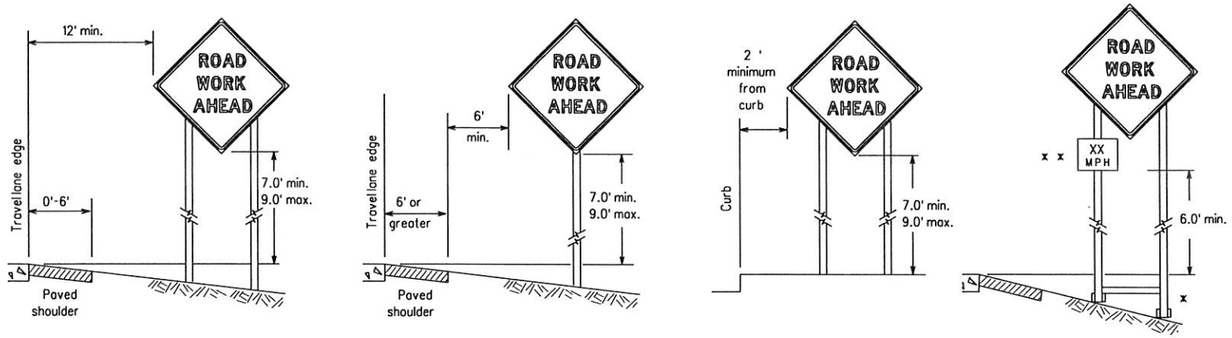
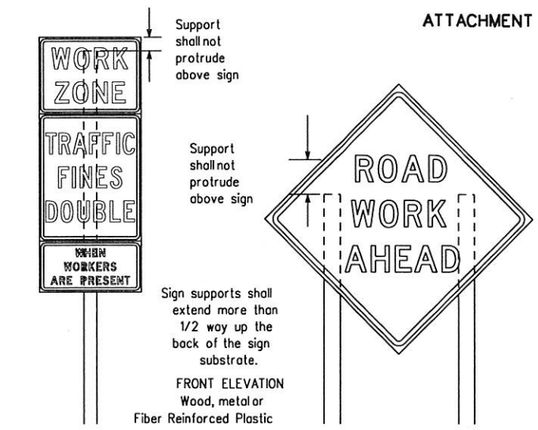
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



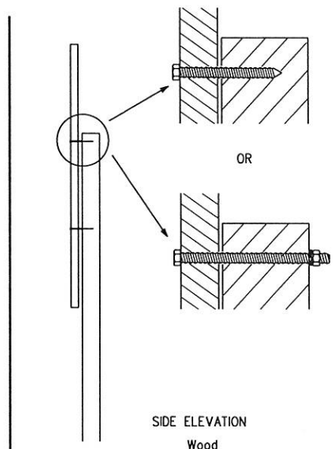
x When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

x x When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS



Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

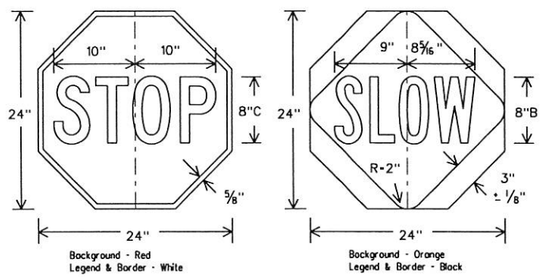


Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-14

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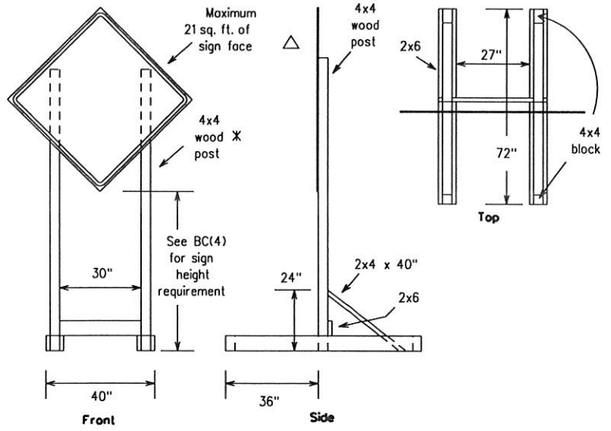
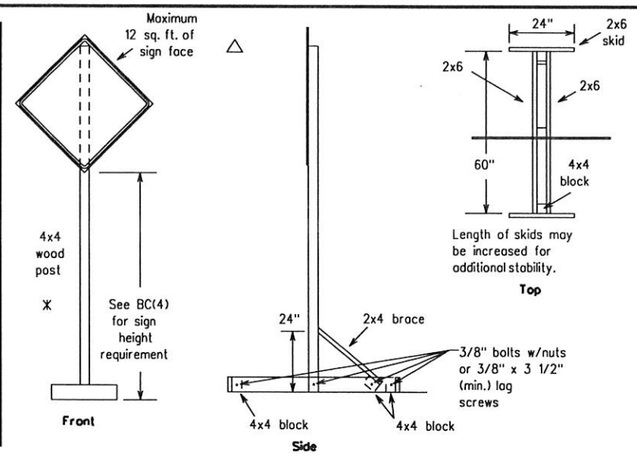
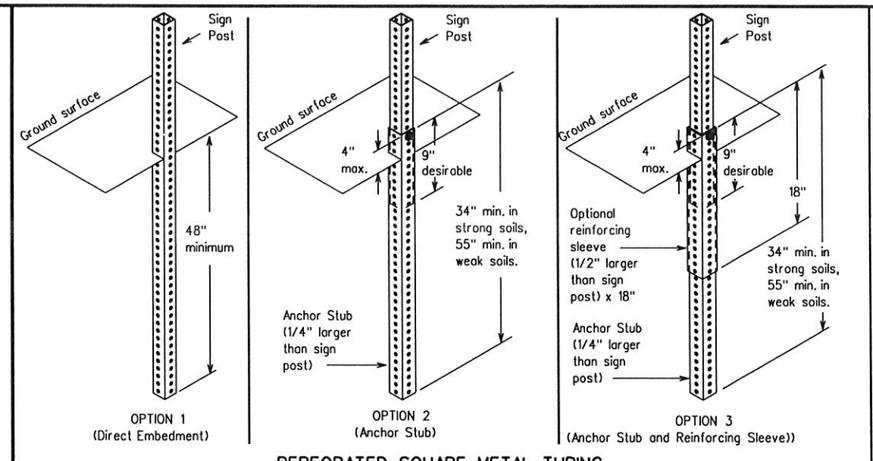




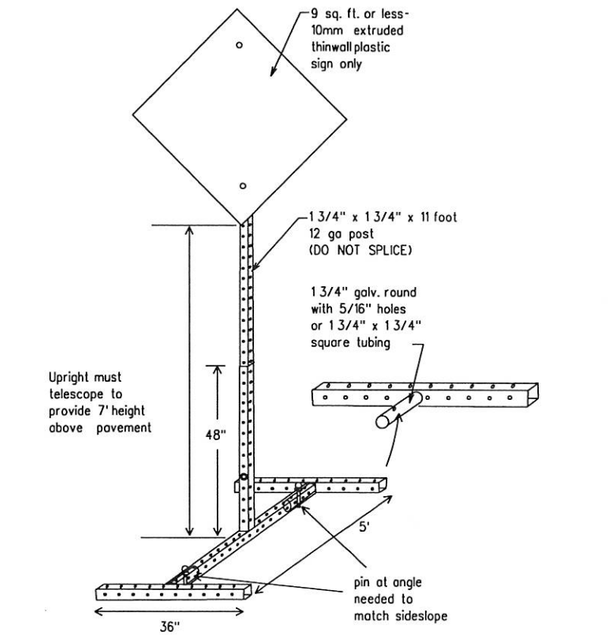
SKID MOUNTED WOOD SIGN SUPPORTS

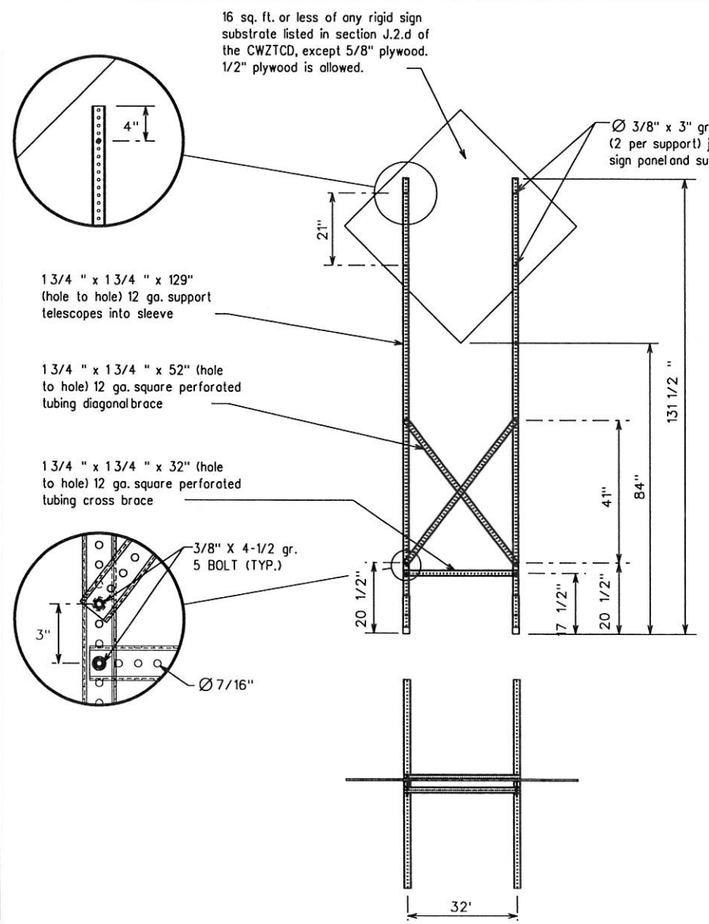
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

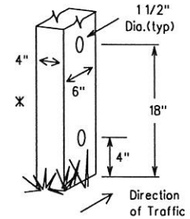


GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.

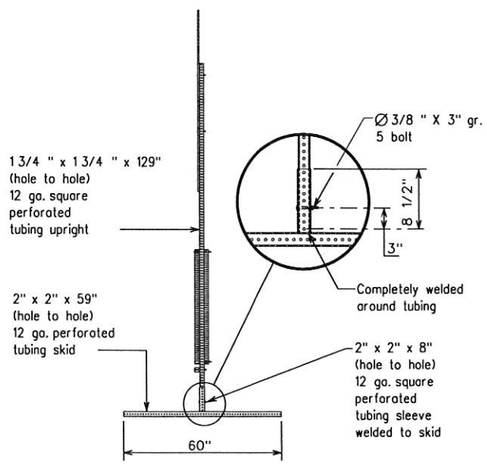






Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

* Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-14

FILE: bc-14.dgn	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
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SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway: i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message: i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation • IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

FREEWAY CLOSED X MILE	FRONTAGE ROAD CLOSED
ROAD CLOSED AT SH XXX	SHOULDER CLOSED XXX FT
ROAD CLSD AT FM XXXX	RIGHT LN CLOSED XXX FT
RIGHT X LANES CLOSED	RIGHT X LANES OPEN
CENTER LANE CLOSED	DAYTIME LANE CLOSURES
NIGHT LANE CLOSURES	I-XX SOUTH EXIT CLOSED
VARIOUS LANES CLOSED	EXIT XXX CLOSED X MILE
EXIT CLOSED	RIGHT LN TO BE CLOSED
MALL DRIVEWAY CLOSED	X LANES CLOSED TUE - FRI
XXXXXXXX BLVD CLOSED	

Other Condition List

ROADWORK XXX FT	ROAD REPAIRS XXXX FT
FLAGGER XXXX FT	LANE NARROWS XXXX FT
RIGHT LN NARROWS XXXX FT	TWO-WAY TRAFFIC XX MILE
MERGING TRAFFIC XXXX FT	CONST TRAFFIC XXX FT
LOOSE GRAVEL XXXX FT	UNEVEN LANES XXXX FT
DETOUR X MILE	ROUGH ROAD XXXX FT
ROADWORK PAST SH XXXX	ROADWORK NEXT FRI-SUN
BUMP XXXX FT	US XXX EXIT X MILES
TRAFFIC SIGNAL XXXX FT	LANES SHIFT x

x LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

MERGE RIGHT	FORM X LINES RIGHT
DETOUR NEXT X EXITS	USE XXXXX RD EXIT
USE EXIT XXX	USE EXIT I-XX NORTH
STAY ON US XXX SOUTH	USE I-XX E TO I-XX N
TRUCKS USE US XXX N	WATCH FOR TRUCKS
WATCH FOR TRUCKS	EXPECT DELAYS
EXPECT DELAYS	PREPARE TO STOP
REDUCE SPEED XXX FT	END SHOULDER USE
USE OTHER ROUTES	WATCH FOR WORKERS
STAY IN LANE x	

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM- X PM
- APR XX- XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM- XX AM

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-14

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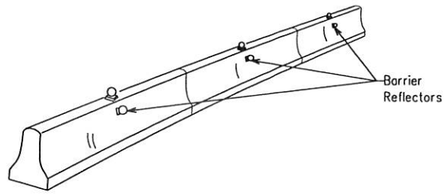
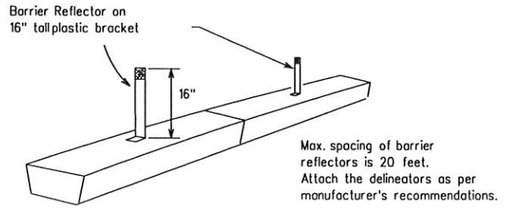
1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

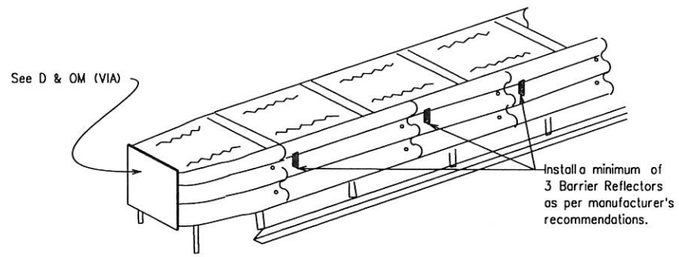


CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

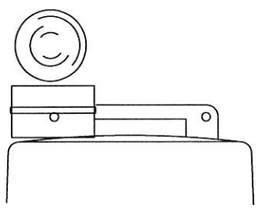


DELINEATION OF END TREATMENTS

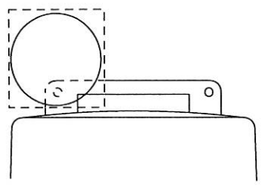
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travelway.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B or C $_{FL}$ Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

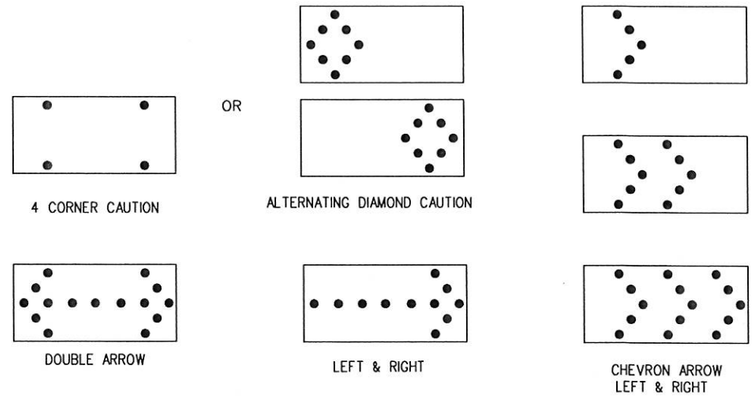
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION
Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

SHEET 7 OF 10

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is on extended distance from the TMA.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-14

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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

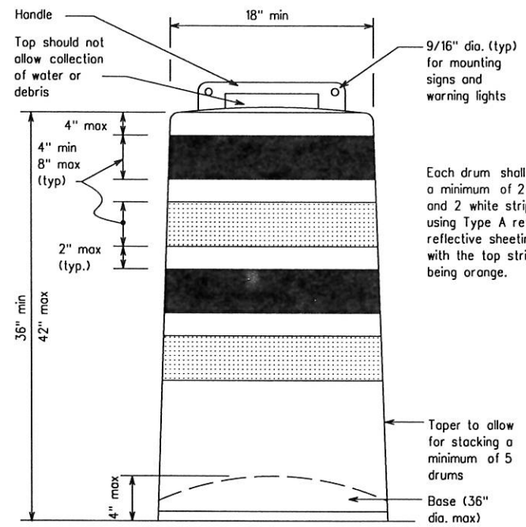
1. Plastic drums shall be a two-piece design: the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

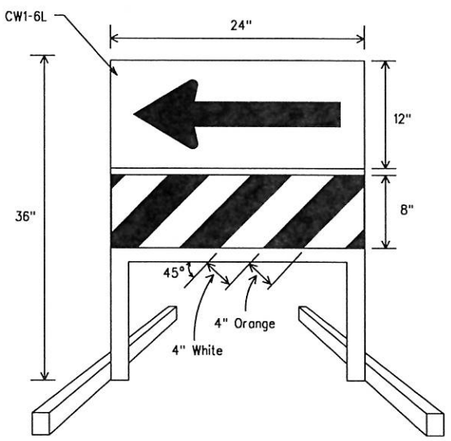
RETROREFLECTIVE SHEETING

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

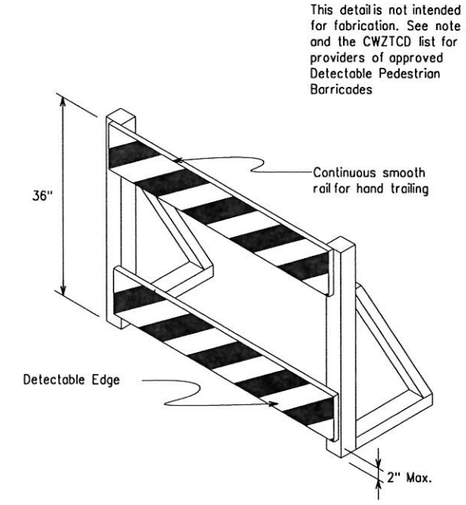
1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.





DIRECTION INDICATOR BARRICADE

1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type B or T_L Type C Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.



DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.

18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer

12" x 24"
Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B or T_L Type C Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-14

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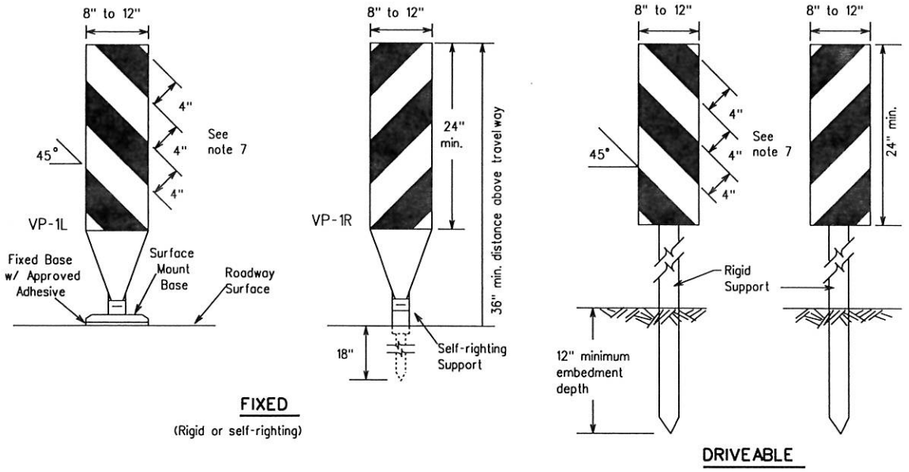
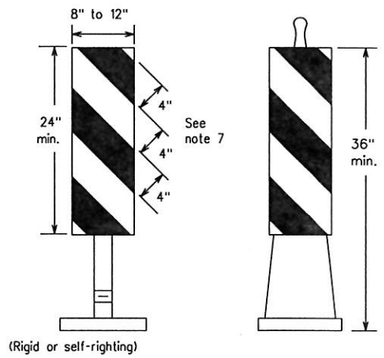


FIXED
(Rigid or self-righting)

DRIVEABLE

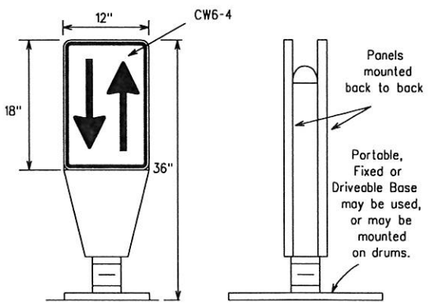


(Rigid or self-righting)

PORTABLE

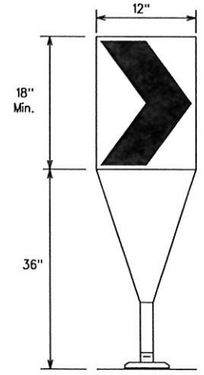
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B or Type C conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



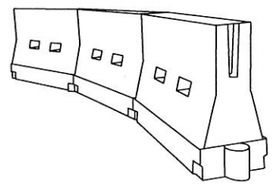
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B or Type C conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Posted Speed *	Formula	Minimum Desirable Taper Lengths * * 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L=WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

* * Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-14

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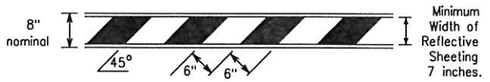
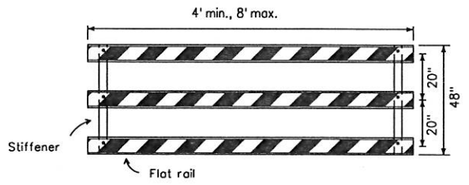
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



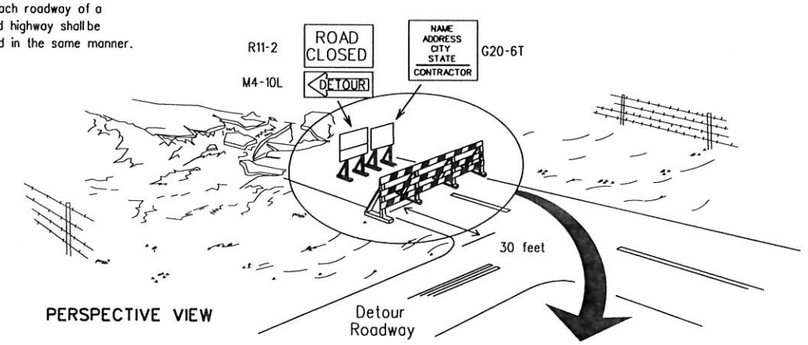
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

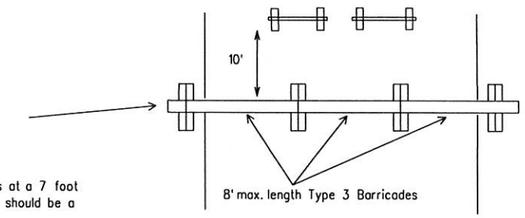
Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.

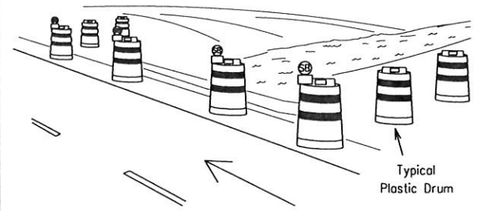
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

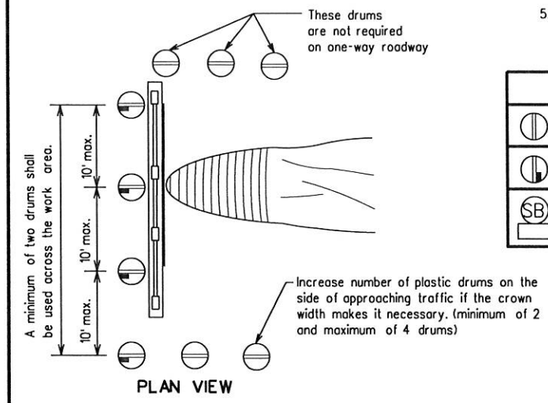
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

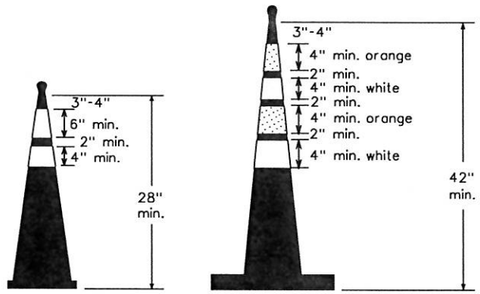
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

PLAN VIEW

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



Two-Piece cones

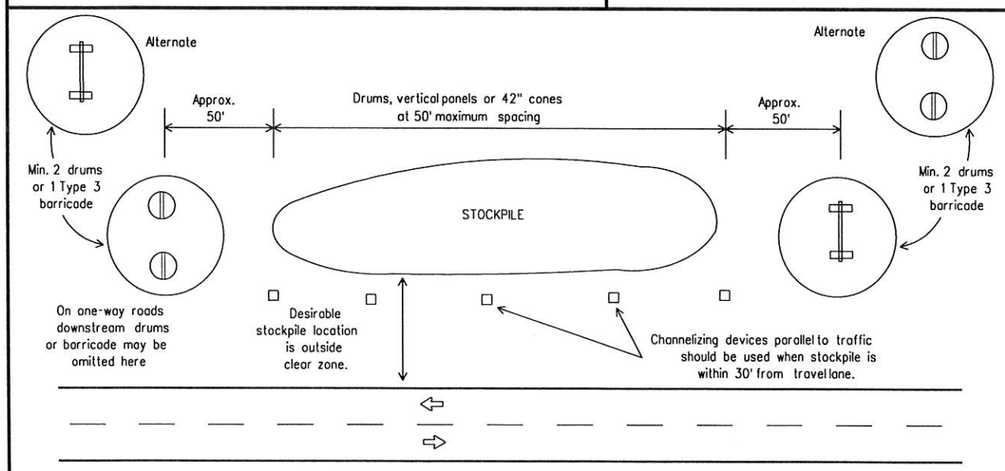
One-Piece cones

Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

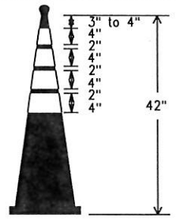
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-14

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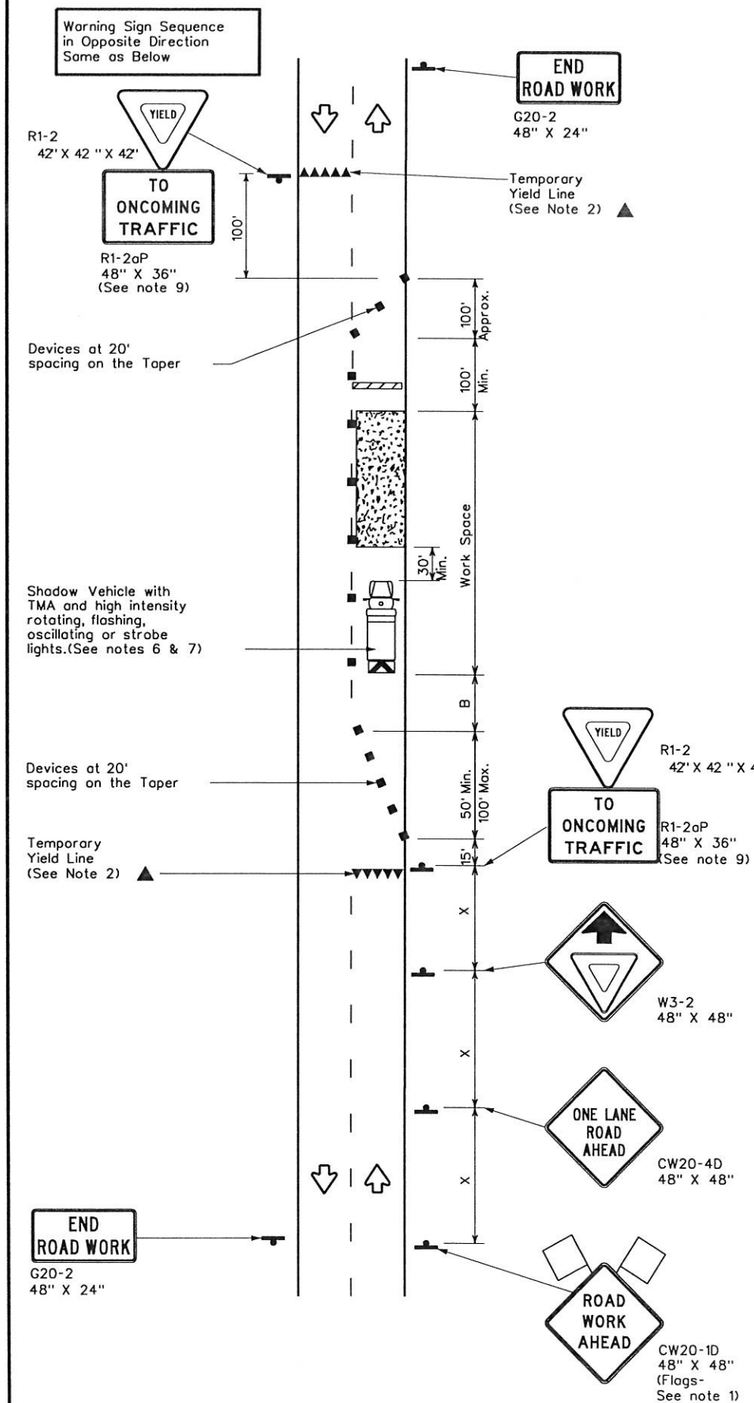


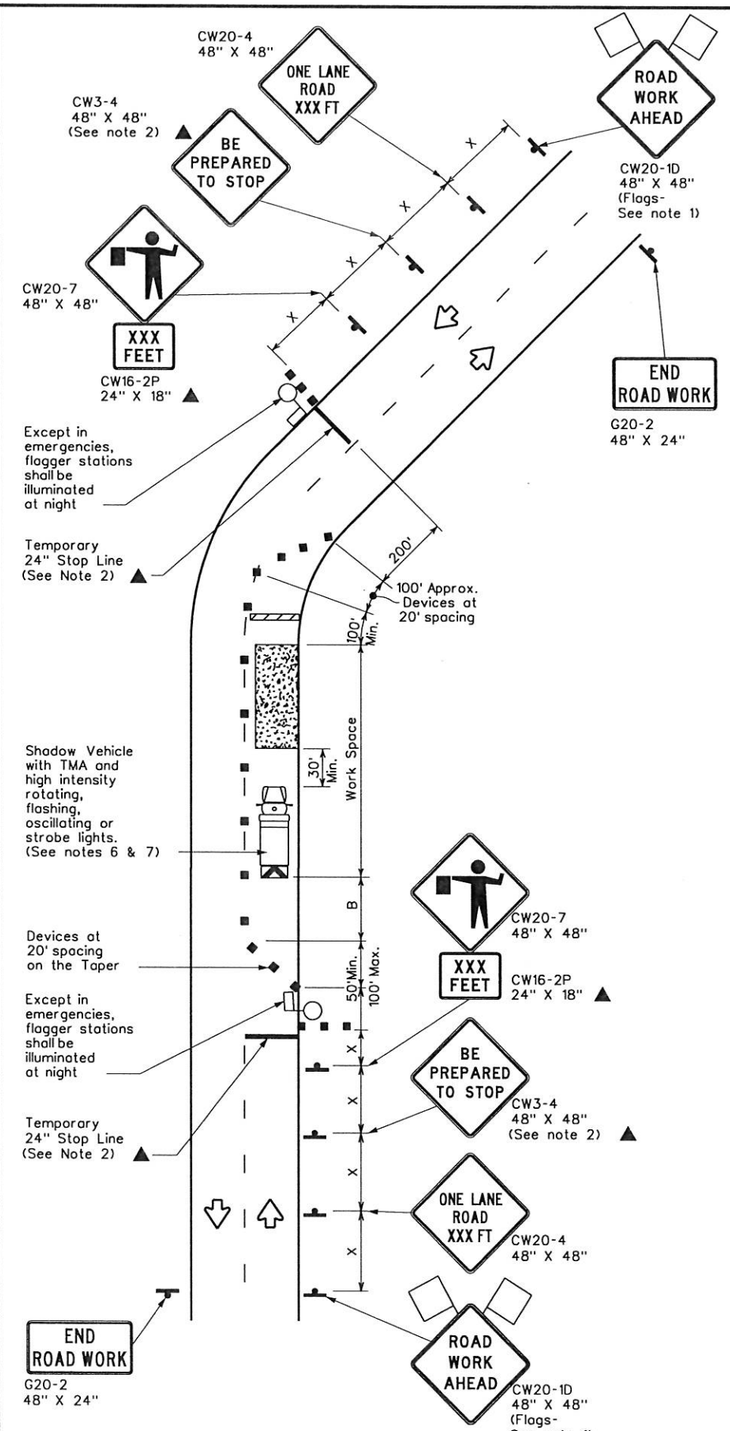
TCP (2-2a)

2-LANE ROADWAY WITHOUT PAVED SHOULDERS

ONE LANE TWO-WAY

CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See Note 9)



TCP (2-2b)

2-LANE ROADWAY WITHOUT PAVED SHOULDERS

ONE LANE TWO-WAY

CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only

** Taper lengths have been rounded off.

L-Length of Taper(FT) W-Width of Offset(FT) S-Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4 "ONE LANE ROAD XXX FT" sign, but proper sign spacing shall be maintained.
4. Flaggers should use two-way radios or other methods of communication to control traffic.
5. Length of work space should be based on the ability of flaggers to communicate.
6. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
7. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-2a)

8. The R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work space should be no longer than one half city block. In rural areas, roadways with less than 2000 ADT, work space should be no longer than 400 feet.
9. The R1-2aP "YIELD TO ONCOMING TRAFFIC" sign shall be placed on a support at a 7 foot minimum mounting height.

TCP (2-2b)

10. Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the flagger and a queue of stopped vehicles. (See table above).
12. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situtations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(2-2)-12

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8-95 2-12	CONT	SECT	JOB	HIGHWAY
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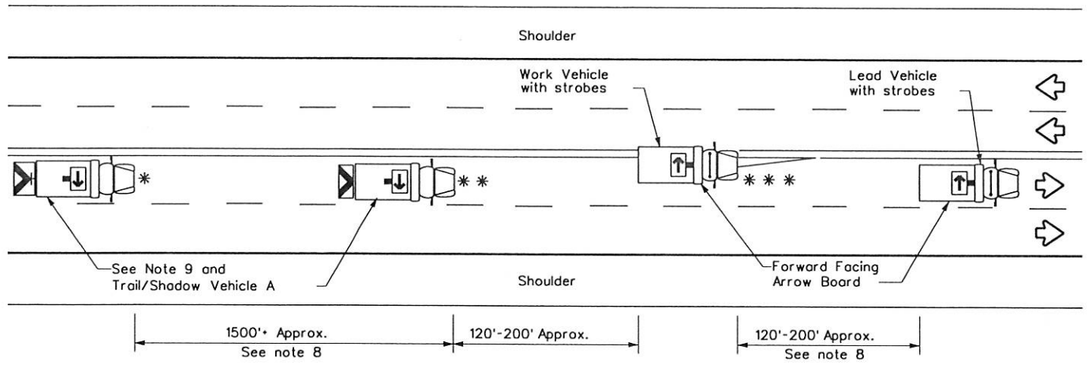
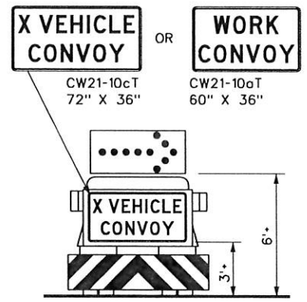


TCP (3-1a)

UNDIVIDED MULTILANE ROADWAY



TRAIL/SHADOW VEHICLE A

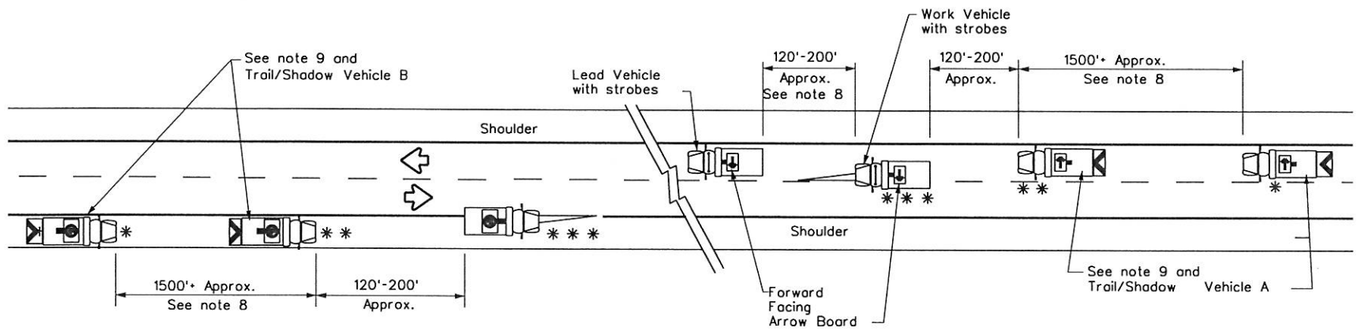
with RIGHT Directional display Flashing Arrow Board

LEGEND			
*	Trail Vehicle	ARROW BOARD DISPLAY	
* *	Shadow Vehicle		
* * *	Work Vehicle		RIGHT Directional
	Heavy Work Vehicle		LEFT Directional
	Truck Mounted Attenuator (TMA)		Double Arrow
	Traffic Flow		CAUTION (Alternating Diamond or 4 Corner Flash)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓				

GENERAL NOTES

1. TRAIL, SHADOW, and LEAD vehicles shall be equipped with arrow boards as illustrated. When a LEAD vehicle is not used the WORK vehicle must be equipped with an arrow board. The Engineer will determine if the LEAD VEHICLE and/or TRAIL VEHICLE are required based on prevailing roadway conditions, traffic volume, and sight distance restrictions.
2. The use of amber high intensity rotating, flashing, oscillating, or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating or strobe lights when mounted on the driver's side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.
3. The use of truck mounted attenuators (TMA) on the SHADOW VEHICLE and TRAIL VEHICLE are required.
4. Reflective sheeting on the rear of the TMA shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION DMS 8300, Type A.
5. Flashing arrow boards shall be Type B or Type C as per the Barricade and Construction (BC) standards. The board shall be controlled from inside the vehicle.
6. Each vehicle shall have two-way radio communication capability.
7. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
8. Vehicle spacing between the TRAIL VEHICLE and the SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the work convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE. Vehicle spacing between the WORK VEHICLE and SHADOW VEHICLE and vehicle spacing between WORK VEHICLE and LEAD VEHICLE may vary according to terrain, work activity and other factors.
9. "X VEHICLE CONVOY" (CW21-10cT) or "WORK CONVOY" (CW21-10aT) signs shall be used on TRAIL VEHICLES and SHADOW VEHICLES as shown. As an option 48" X 48" diamond shaped "WORK CONVOY"(CW21-10T) or "X VEHICLE CONVOY" (CW21-10bT) signs may be used where adequate mounting space exists. When used, the X VEHICLE CONVOY sign shall have the number of the convoy vehicles displayed on the sign in the number designation "X" location. The "X VEHICLE CONVOY" sign shall not be used on the SHADOW VEHICLE if a TRAIL VEHICLE is used.
10. On two-lane two-way roadways, the work and protection vehicles should pull over periodically to allow motor vehicle traffic to pass. If motorists are not allowed to pass the work convoy, a "DO NOT PASS" (R4-1) sign should be placed on the back of the rearmost protection vehicle.

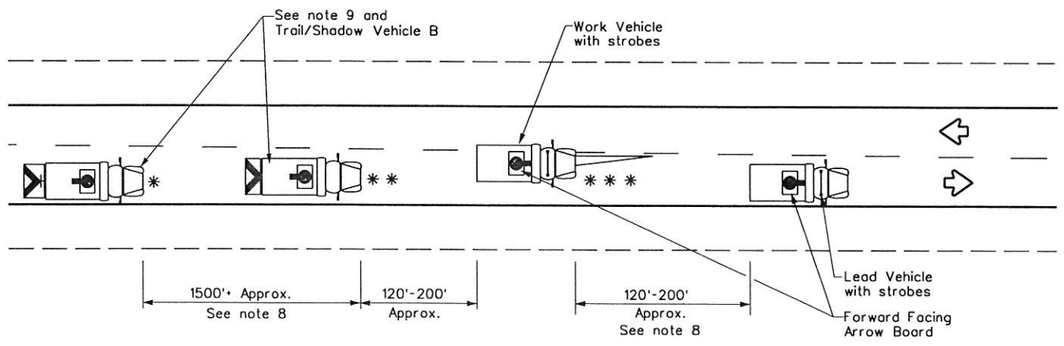


WORK ON SHOULDER

WORK ON TRAVEL LANE

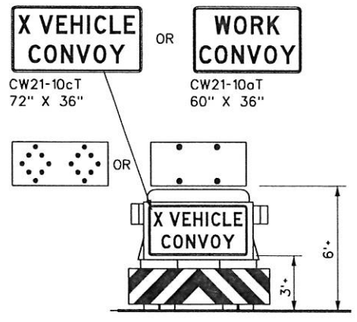
TCP (3-1b)

TWO-WAY ROADWAY WITH PAVED SHOULDERS



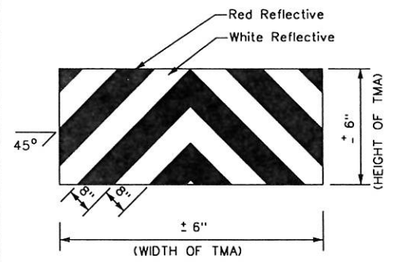
TCP (3-1c)

TWO-WAY ROADWAY WITHOUT PAVED SHOULDERS



TRAIL/SHADOW VEHICLE B

with Flashing Arrow Board in CAUTION display



STRIPING FOR TMA

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN MOBILE OPERATIONS UNDIVIDED HIGHWAYS

TCP(3-1)-13

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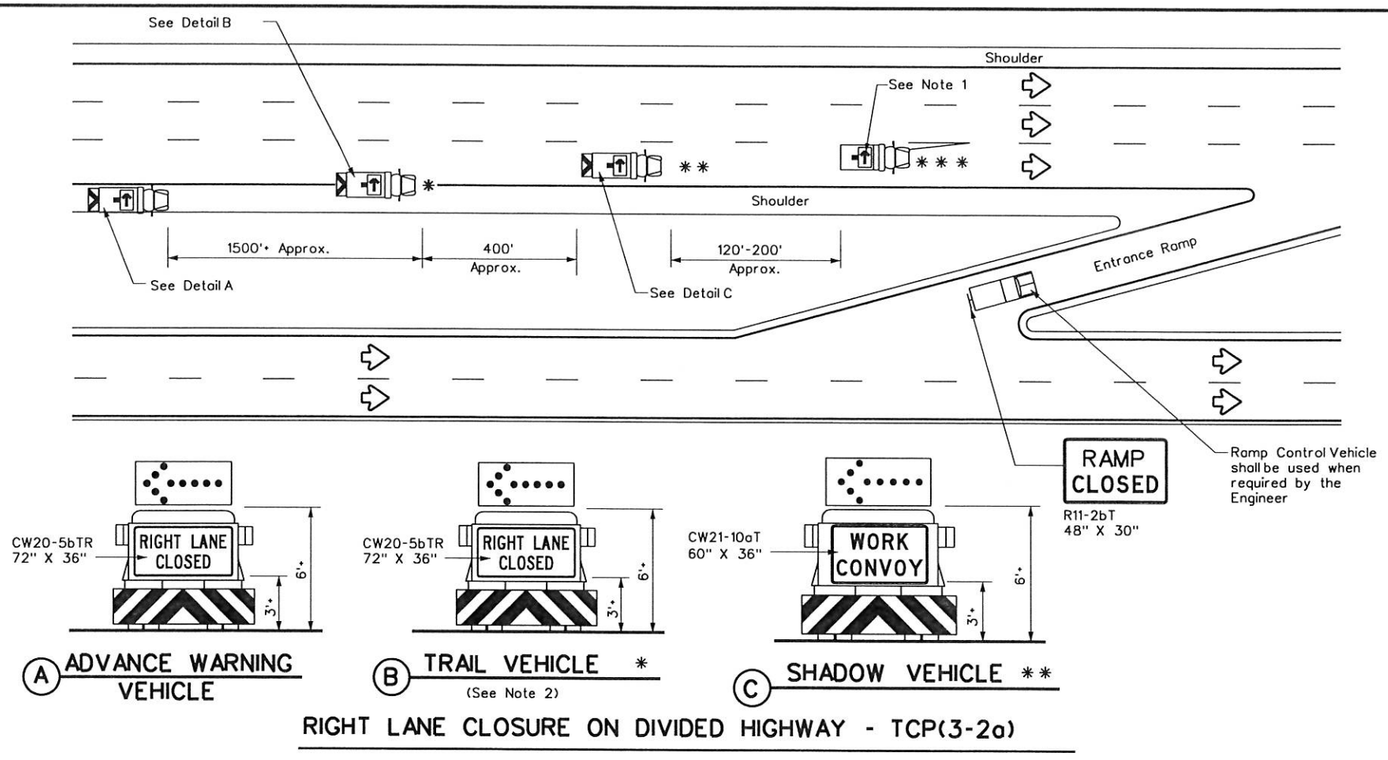
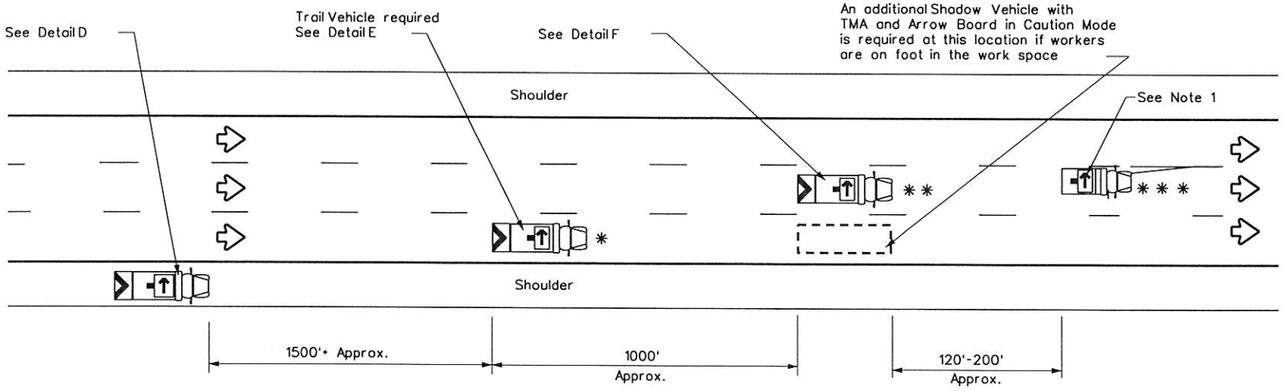


(A) ADVANCE WARNING VEHICLE

(B) TRAIL VEHICLE * (See Note 2)

(C) SHADOW VEHICLE **

RIGHT LANE CLOSURE ON DIVIDED HIGHWAY - TCP(3-2a)



(D) ADVANCE WARNING VEHICLE

(E) REQUIRED TRAIL VEHICLE *

(F) SHADOW VEHICLE **

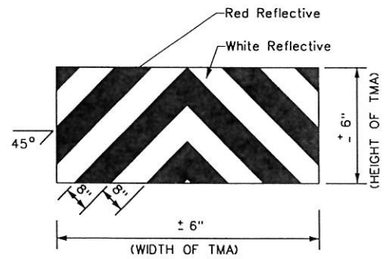
INTERIOR LANE CLOSURE ON MULTI-LANE DIVIDED HIGHWAY - TCP(3-2b)

LEGEND			
*	Trail Vehicle	ARROW BOARD DISPLAY	
* *	Shadow Vehicle		
* * *	Work Vehicle		RIGHT Directional
	Heavy Work Vehicle		LEFT Directional
	Truck Mounted Attenuator (TMA)		Double Arrow
	Traffic Flow		CAUTION (Alternating Diamond or 4 Corner Flash)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓				

GENERAL NOTES

1. ADVANCE WARNING, TRAIL and SHADOW vehicles shall be equipped with Type B or Type C flashing arrow boards as per the Barricade and Construction (BC) standards. Arrow boards on WORK vehicles will be optional based on the type of work being performed. The arrow boards shall be operated from inside the vehicle.
2. For TCP(3-2a) the Engineer will determine if the TRAIL VEHICLE is required based on prevailing roadway conditions, traffic volume, and sight distance restrictions. All other vehicles shown for both TCP(3-2a) and TCP(3-2b) are required.
3. The use of amber high intensity rotating, flashing, oscillating, or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating or strobe lights when mounted on the driver's side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.
4. The use of truck mounted attenuators (TMA) on the ADVANCE WARNING, SHADOW, and TRAIL vehicles are required.
5. Reflective sheeting on the rear of the TMA shall meet or exceed the reflectivity and color requirements of DMS 8300, Type A.
6. Each vehicle shall have two-way radio communication capability.
7. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
8. Vehicle spacing between the TRAIL VEHICLE and the SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the work convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE. Vehicle spacing between the WORK VEHICLE and SHADOW VEHICLE may vary according to terrain, work activity and other factors.
9. Standard 48" X 48" diamond shaped warning signs with the same message as those shown may be used where adequate mounting space exists.
10. The signs shown should be used on the Advance Warning Vehicle. As an option, a portable changeable message sign (PCMS) or a truck mounted changeable message sign (TMCMS) with a minimum character height of 12", and displaying the same legend may be substituted for these signs. An appropriate directional arrow display, simulating the size and legibility of the flashing arrow board, must be used in the second phase of the PCMS/TMCMS message. When this is done, the arrow board will not be required on the Advance Warning Vehicle.
11. Standard diamond shape versions of the CW20-5 series signs may be used as an option if the rectangular signs shown are not available.
12. The principles on this sheet may be used to close lanes from the left side of the roadway considering the number of lanes, shoulder width, sight distance, and ramp frequency.
13. Signs and flashing arrow board modes shall be appropriately altered when implementing left lane closures or interior closures which close the left lanes.
14. The Advance Warning Vehicle may straddle the edgeline when shoulder width makes it necessary.



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TRAFFIC CONTROL PLAN MOBILE OPERATIONS DIVIDED HIGHWAYS

TCP(3-2)-13

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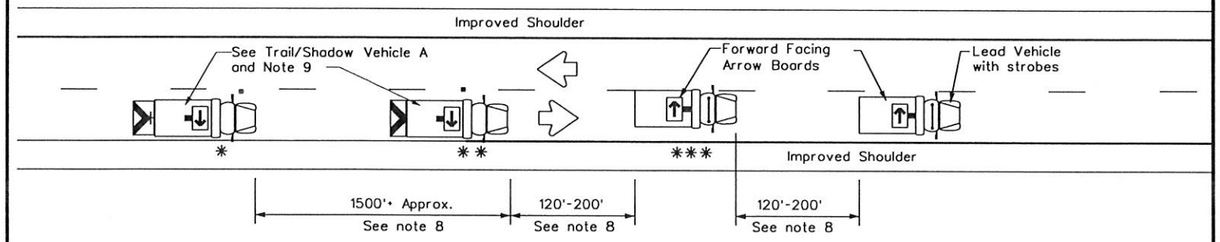
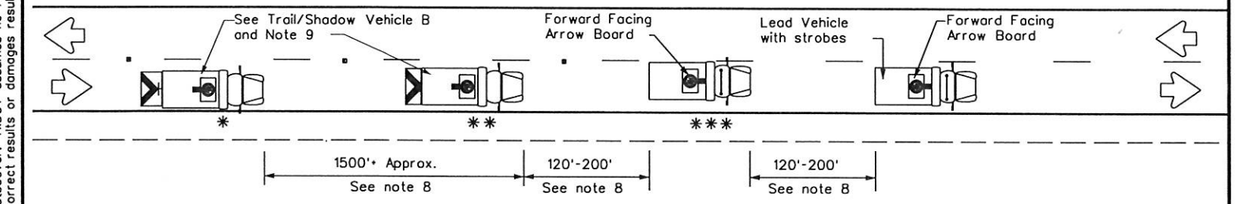


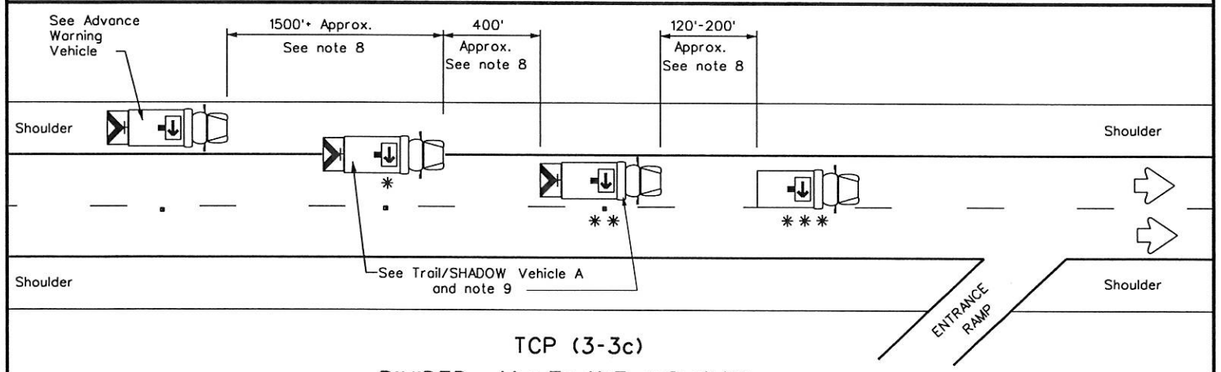
TCP (3-3a)

TWO LANE HIGHWAY WITH PAVED SHOULDERS (WORK ON TRAVEL LANE)



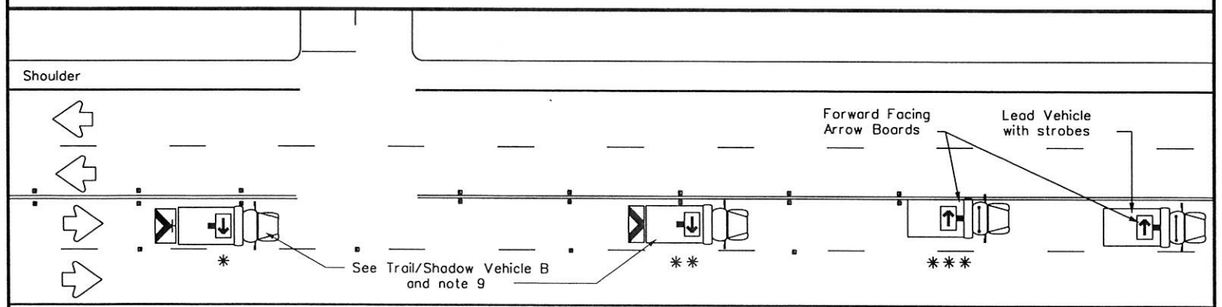
TCP (3-3b)

TWO LANE HIGHWAY WITHOUT PAVED SHOULDERS (WORK ON TRAVEL LANE)



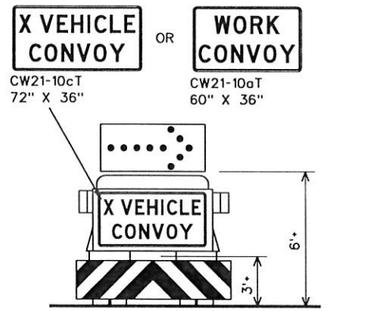
TCP (3-3c)

DIVIDED MULTILANE HIGHWAY



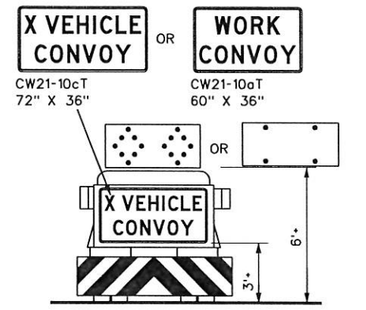
TCP (3-3d)

UNDIVIDED MULTILANE HIGHWAY



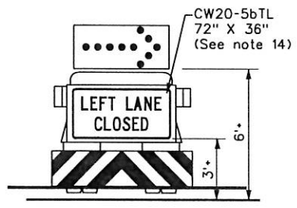
TRAIL/SHADOW VEHICLE A

with RIGHT Directional display
Flashing Arrow Board

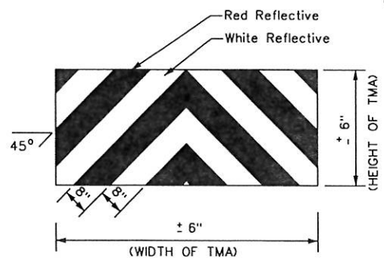


TRAIL/SHADOW VEHICLE B

with Flashing Arrow Board
in Caution Mode



ADVANCE WARNING VEHICLE



STRIPING FOR TMA

LEGEND			
*	Trail Vehicle	ARROW BOARD DISPLAY	
**	Shadow Vehicle		
***	Work Vehicle		RIGHT Directional
	Heavy Work Vehicle		LEFT Directional
	Truck Mounted Attenuator (TMA)		Double Arrow
	Traffic Flow		CAUTION (Alternating Diamond or 4 Corner Flash)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓				

GENERAL NOTES

1. TRAIL, SHADOW, and LEAD vehicles shall be equipped with arrow boards as illustrated. When a LEAD vehicle is not used on two way roads the WORK vehicle must have an arrow board. For divided roadways, the arrow board on the WORK vehicle is optional based on the type of work being performed. The Engineer will determine if the LEAD vehicle and/or TRAIL vehicle are required based on prevailing roadway conditions, traffic volume, and sight distance restrictions.
2. The use of amber high intensity rotating, flashing, oscillating, or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating, or strobe lights when mounted on the driver's side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.
3. The use of truck mounted attenuators (TMA) on the SHADOW VEHICLE, ADVANCE WARNING and TRAIL VEHICLE are required.
4. Reflective sheeting on the rear of the TMA shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION DMS 8300, Type A.
5. Flashing arrow boards shall be Type B or Type C as per the Barricade and Construction (BC) standards. The board shall be controlled from inside the vehicle.
6. Each vehicle shall have two-way radio communication capability.
7. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
8. Vehicle spacing between the TRAIL VEHICLE and the SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE. Vehicle spacing between the WORK VEHICLE and SHADOW VEHICLE and vehicle spacing between WORK VEHICLE and LEAD VEHICLE may vary according to terrain, work activity and other factors.
9. X VEHICLE CONVOY (CW21-10cT) or WORK CONVOY (CW21-10aT) signs shall be used on TRAIL VEHICLES and SHADOW VEHICLES as shown. As an option 48" x 48" diamond shaped WORK CONVOY (CW21-10T) or X VEHICLE CONVOY (CW21-10bT) signs may be used where adequate mounting space exists. When used, the X VEHICLE CONVOY sign shall have the number of the convoy vehicles displayed on the sign in the number designation "X" location. The X VEHICLE CONVOY sign shall not be used on the SHADOW VEHICLE if a TRAIL VEHICLE is used.
10. For divided highways with two or three lanes in one direction, the appropriate LEFT LANE CLOSED (CW20-5bTL), RIGHT LANE CLOSED (CW20-5bTR), or CENTER LANE CLOSED (CW20-5dT) sign should be used on the Advance Warning Vehicle. As an option, a portable changeable message sign (PCMS) or truck mounted changeable message sign (TMCMS) with a minimum character height of 12", and displaying the same legend may be substituted for these signs. An appropriate directional arrow display, simulating the size and legibility of the flashing arrow board may be used in the second phase of the PCMS/TMCMS message. When this is done, the arrow board will not be required on the Advance Warning Vehicle.
11. A double arrow shall not be displayed on the arrow board on the Advance Warning Vehicle.
12. For divided highways with three or four lanes in each direction, use TCP(3-2).
13. Standard diamond shape versions of the CW20-5 series signs may be used as an option if the rectangular signs shown are not available.
14. The Advance Warning Vehicle may straddle the edgeline when Shoulder width makes it necessary.
15. On two-lane two-way roadways, the work and protection vehicles should pull over periodically to allow motor vehicle traffic to pass. If motorists are not allowed to pass the work convoy, a DO NOT PASS (R4-1) sign should be placed on the back of the rearmost protection vehicle.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN MOBILE OPERATIONS RAISED PAVEMENT MARKER INSTALLATION/ REMOVAL

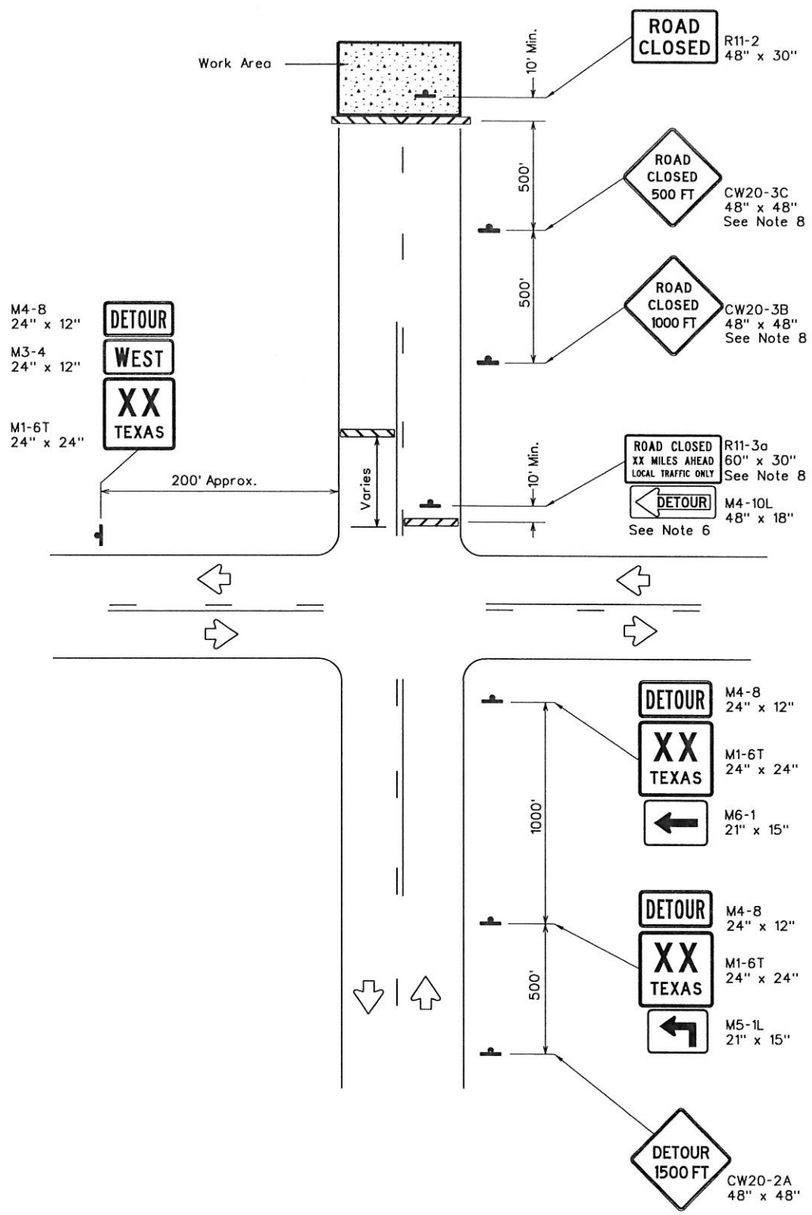
TCP(3-3)-14

FILE: tcp3-3.dgn	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
©TxDOT September 1987	CONT	SECT	JOB	HIGHWAY
REVISIONS				
2-94 4-98	DIST	COUNTY		SHEET NO.
8-95 7-13				26
1-97 7-14				

DATE:
FILE:

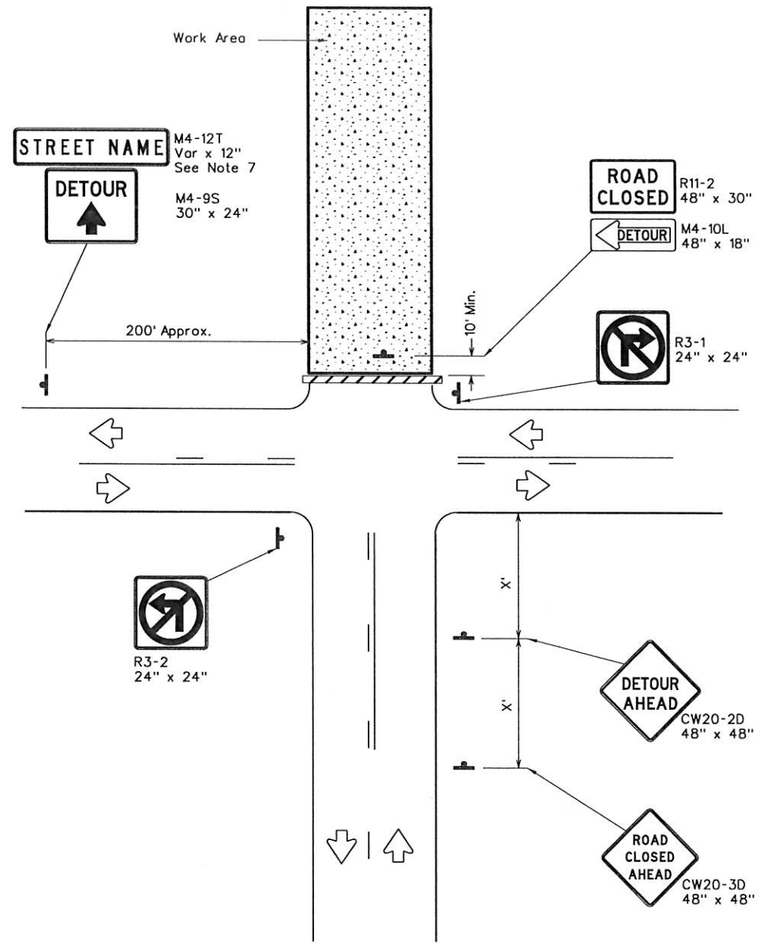
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



ROAD CLOSURE BEYOND THE INTERSECTION

Signing for a Numbered Route with an Off-Site Detour



ROAD CLOSURE AT THE INTERSECTION

Signing for an Un-numbered Route with an Off-Site Detour

LEGEND	
	Type 3 Barricade
	Sign

Posted Speed *	Minimum Sign Spacing "X" Distance
30	120'
35	160'
40	240'
45	320'
50	400'
55	500'
60	600'
65	700'
70	800'
75	900'

* Conventional Roads Only

GENERAL NOTES

1. This sheet is intended to provide details for temporary work zone road closures. For permanent road closure details see the D&OM standards.
2. Barricades used shall meet the requirements shown on Barricade and Construction Standard BC(10) and listed on the Compliant Work Zone Traffic Control Devices list (CWZTCD).
3. Stockpiled materials shall not be placed on the traffic side of barricades.
4. Barricades at the road closure should extend from pavement edge to pavement edge.
5. Detour signing shown is intended to illustrate the type of signing that is appropriate for numbered routes or un-numbered routes as labeled. It does not indicate the full extent of detour signing required. Detour routes should be signed as shown elsewhere in the plans.
6. If the road is open for a significant distance beyond the intersection or there are significant origin/destination points beyond the intersection, the signs and barricades at this location should be located at the edge of the traveled way.
7. The Street Name (M4-12T) sign is to be placed above the DETOUR (M4-9S) sign.
8. For urban areas where there is a shorter distance between the intersection and the actual closure location, the ROAD CLOSED XX MILES AHEAD (R11-3a) sign may be replaced with a ROAD CLOSED TO THRU TRAFFIC (R11-4) sign. If adequate space does not exist between the intersection and the closure a single ROAD CLOSED AHEAD (CW20-3D) sign spaced as per the table above may replace the ROAD CLOSED 1000 FT (CW20-3B) and ROAD CLOSED 500 FT (CW20-3C) signs.
9. Signs and barricades shown shall be subsidiary to Item 502. Locations where these details will be required shall be as shown elsewhere in the plans.

Texas Department of Transportation

Traffic Operations Division Standard

WORK ZONE ROAD CLOSURE DETAILS

WZ(RCD)-13

FILE: wzrcd-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT August 1995	CONT	SECT	JOB	HIGHWAY
REVISIONS				
1-97 4-98 7-13	DIST	COUNTY		SHEET NO.
2-98 3-03				27

113

SUNFLOWER ROAD ALIGNMENT

<x 1 Describe Chain EXCL

Chain EXCL contains:
EXCL1 EXCL2 EXCL3

Beginning chain EXCL description

Point EXCL1 X 1,133,150.45 Y 16,632,714.02 Sta 100+00.00

Course from EXCL1 to EXCL2 N 0° 46' 17.01" W Dist 716.08

Point EXCL2 X 1,133,140.81 Y 16,633,430.04 Sta 107+16.08

Course from EXCL2 to EXCL3 N 0° 54' 02.87" W Dist 1,071.61

Point EXCL3 X 1,133,123.96 Y 16,634,501.51 Sta 117+87.69

Ending chain EXCL description

STORM SEWER OUTFALL ALIGNMENT

Beginning chain STORMPCL description

Point STORM1 X 1,133,136.43 Y 16,633,708.18 Sta 200+00.00

Course from STORM1 to STORM2 N 81° 13' 31.32" W Dist 594.93

Point STORM2 X 1,132,548.46 Y 16,633,798.94 Sta 205+94.93

Course from STORM2 to STORM3 N 42° 40' 40.08" W Dist 156.39

Point STORM3 X 1,132,442.45 Y 16,633,913.91 Sta 207+51.32

Ending chain STORMPCL description

STATE OF TEXAS
JULIO CESAR CERDA
90524
LICENSED PROFESSIONAL ENGINEER

P4

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER ROAD ROADWAY DATA

SHEET 1 OF 1

DRAWING:		FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:		6	TEXAS					Sunf.
ENGINEER:		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK:		PHR	HIDALGO	921	02			28
REVIEW:								
CK:								

1/27/2017

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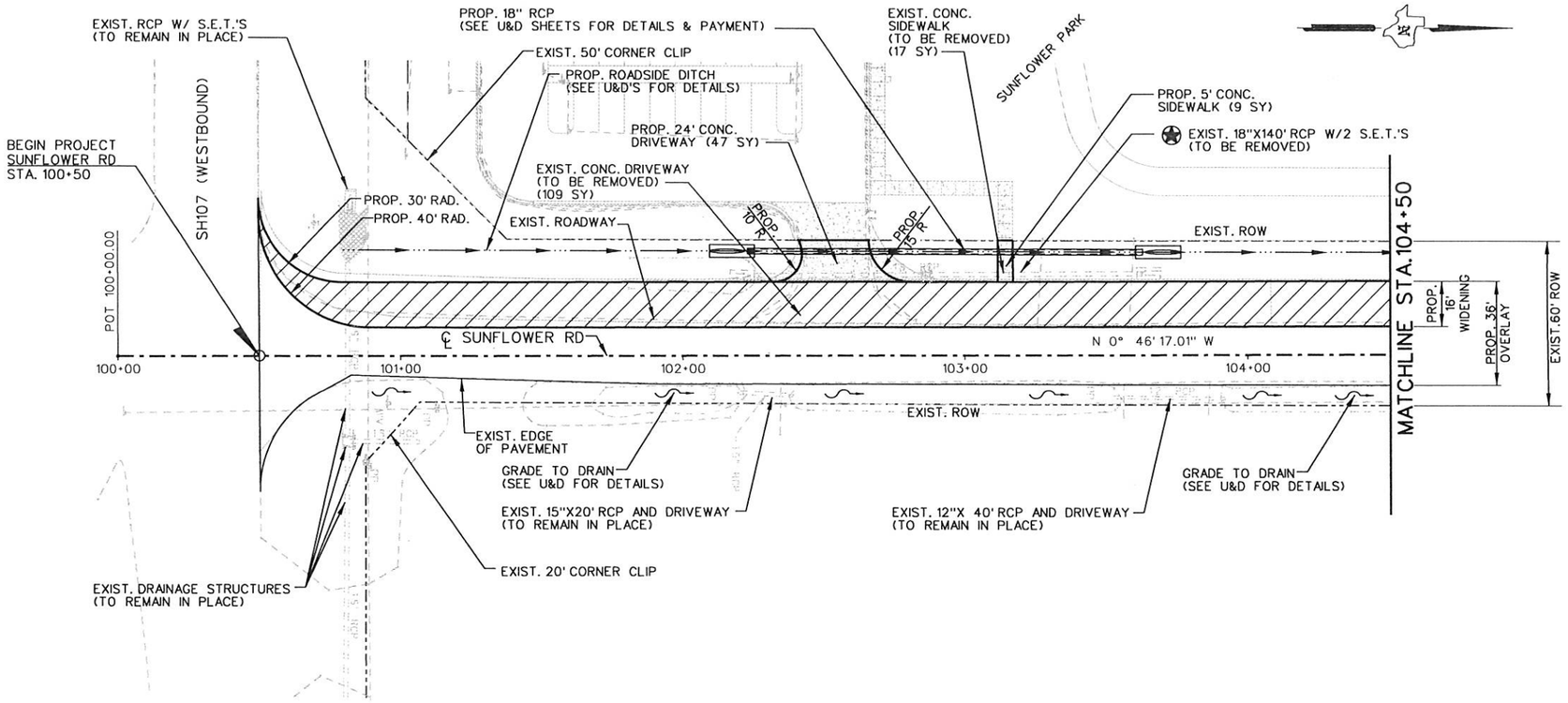


SHEET SUMMARY

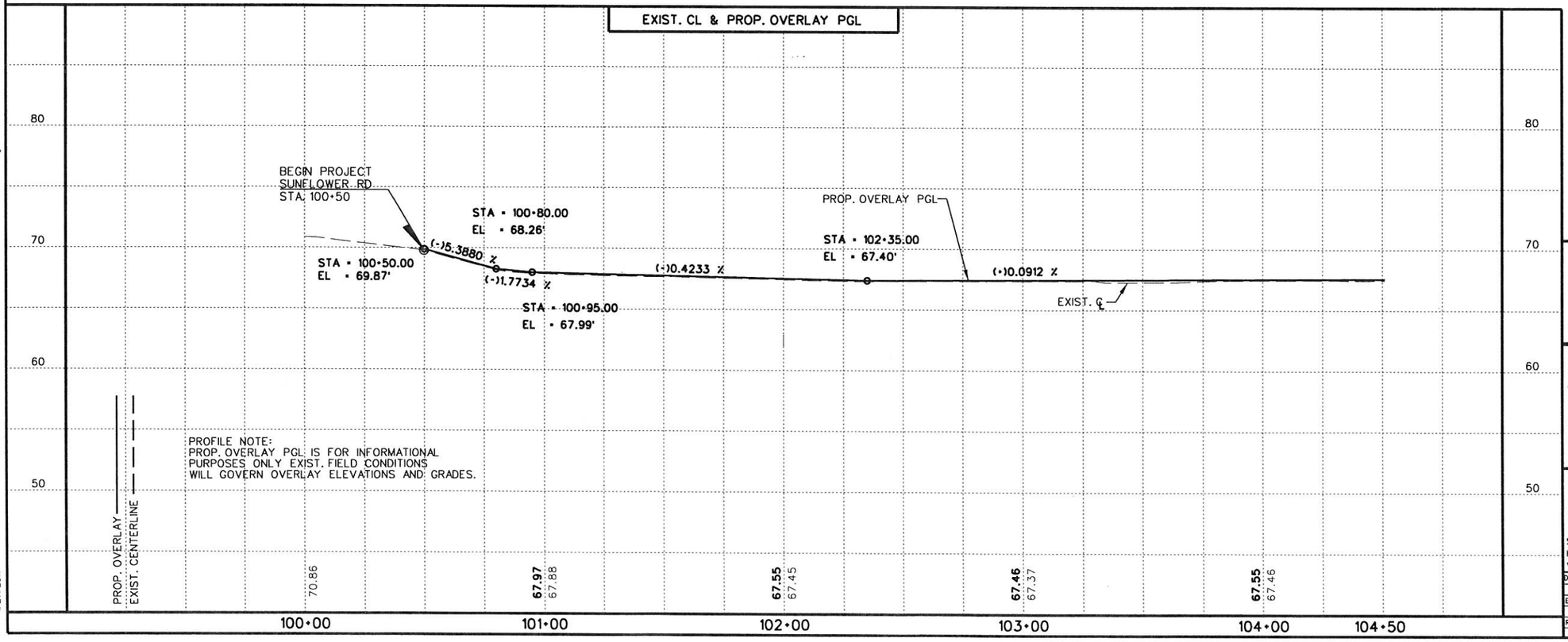
ITEM	DESCRIPTION	UNIT	QUANTITY
104	REMOVING CONC (SIDEWALK)	SY	17
104	REMOVING CONC (DRIVEWAYS)	SY	109
496	REMOV STR (SET)	EA	2
496	REMOV STR (PIPE)	LF	282
530	DRIVEWAYS (CONC)	SY	47
531	CONC SIDEWALKS (4")	SY	9

LEGEND:

- PROPOSED ROADWAY WIDENING
- TO BE REMOVED UNDER ITEM 496 INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES
- REMOVAL, RELOCATION AND INSTALLATION OF MAILBOXES ITEM 560
- TO BE REMOVED UNDER ITEM 100 "PREP. ROW"

NOTE:
SEE RDWY DATA SHEET FOR EXIST. CENTERLINE DATA.

SEE SURVEY DATA SHEET FOR HORIZONTAL AND VERTICAL CONTOUR.



STATE OF TEXAS
JULIO CESAR CERDA
90524
LICENSED PROFESSIONAL ENGINEER

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER ROAD PLAN AND PROFILE

SCALE:
HOR: 1"= 50'
VER: 1"= 10'

SHEET 1 OF 3

DRAWING:	FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:	6	TEXAS					Sunf.
ENGINEER:	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK:	PHR	HIDALGO	921	02			29
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CK:							

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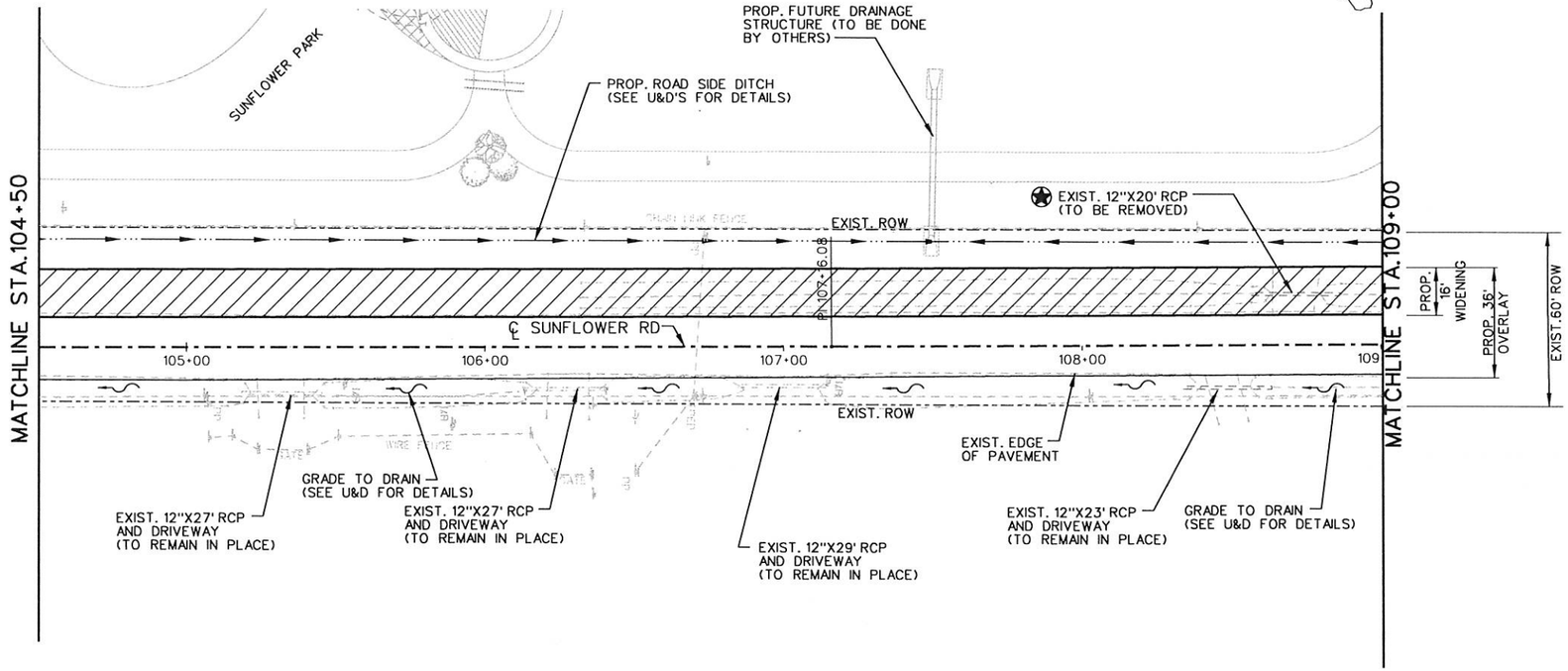
1/27/2017



SHEET SUMMARY

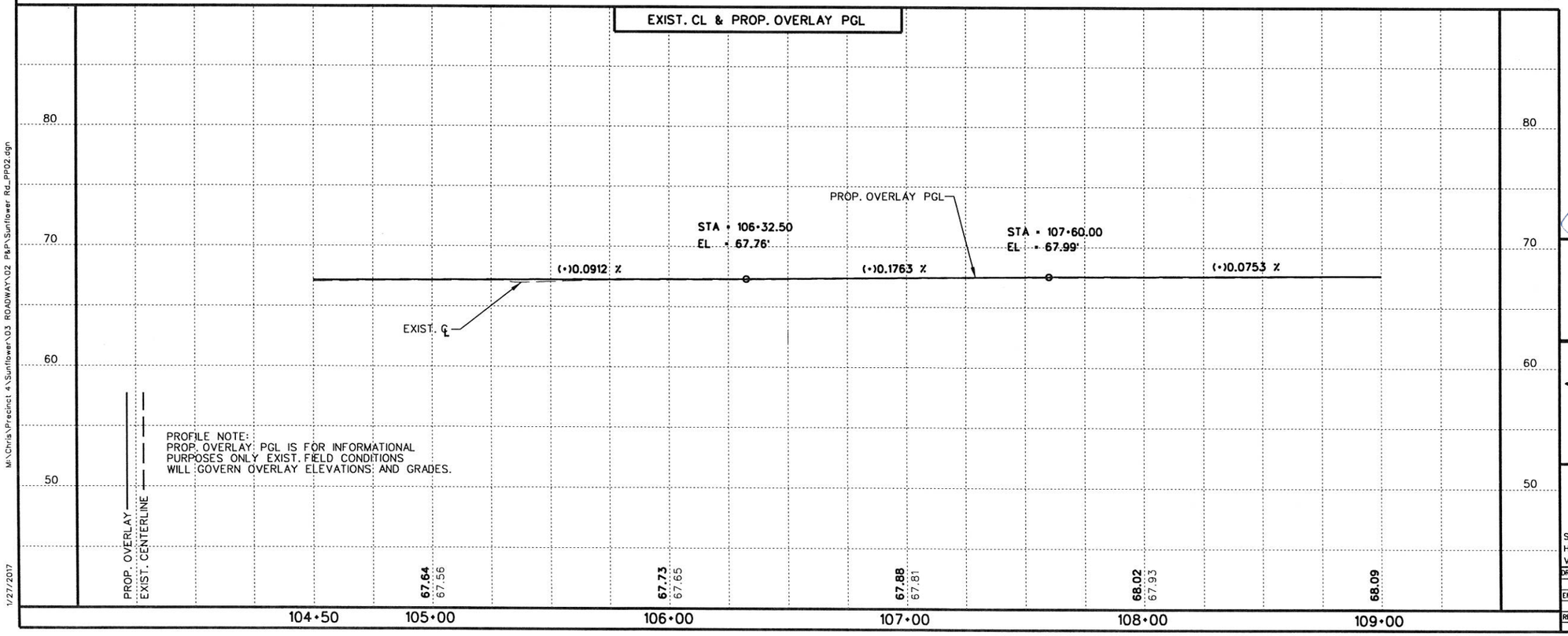
ITEM	DESCRIPTION	UNIT	QUANTITY
496	REMOV STR (PIPE)	LF	20

LEGEND:

- PROPOSED ROADWAY WIDENING
- TO BE REMOVED UNDER ITEM 496 INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES
- REMOVAL, RELOCATION AND INSTALLATION OF MAILBOXES ITEM 560
- TO BE REMOVED UNDER ITEM 100 "PREP. ROW"

NOTE:
SEE RDWY DATA SHEET FOR EXIST. CENTERLINE DATA.

SEE SURVEY DATA SHEET FOR HORIZONTAL AND VERTICAL CONTOUR.



STATE OF TEXAS
JULIO CESAR CERDA
90524
LICENSED PROFESSIONAL ENGINEER

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER ROAD PLAN AND PROFILE

SCALE:
HOR: 1"= 50'
VER: 1"= 10'

SHEET 2 OF 3

DRAWING:		FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:		6	TEXAS					Sunf.
ENGINEER:		STATE DIST. NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK:		PHR	HIDALGO	921	02			30
REVIEW:								
CK:								

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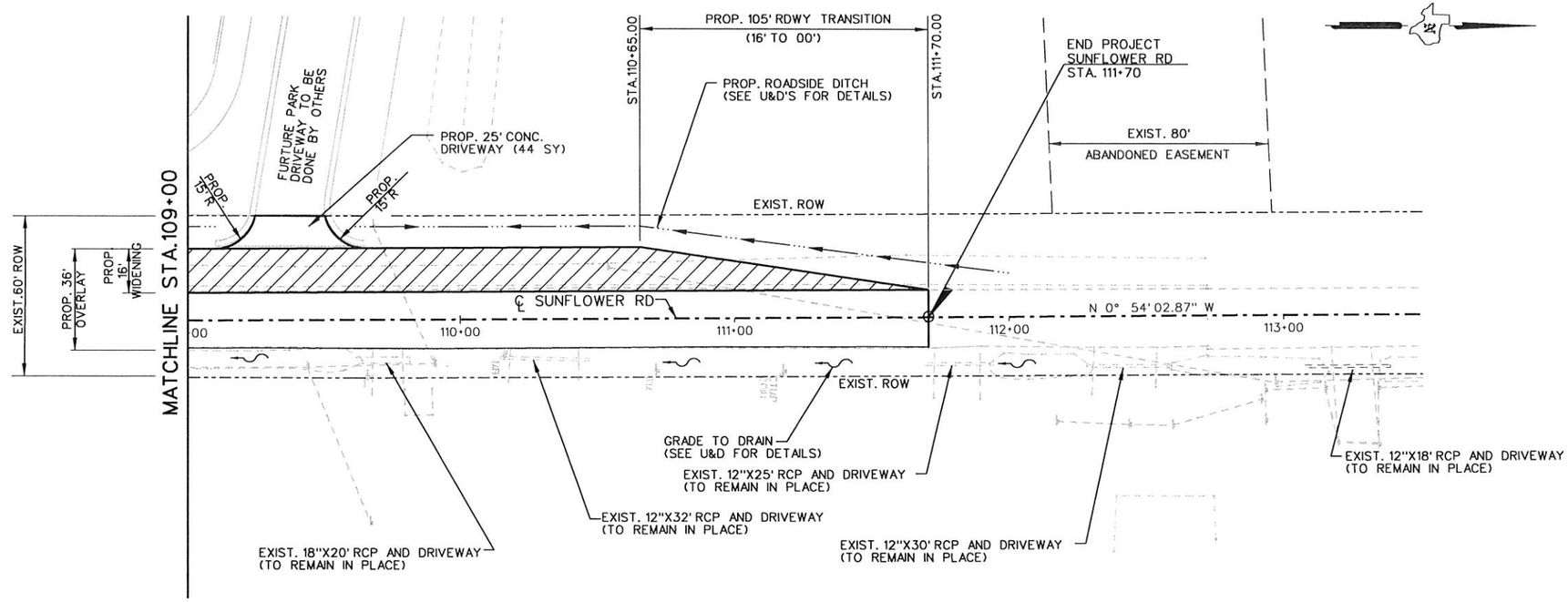
1/27/2017



SHEET SUMMARY

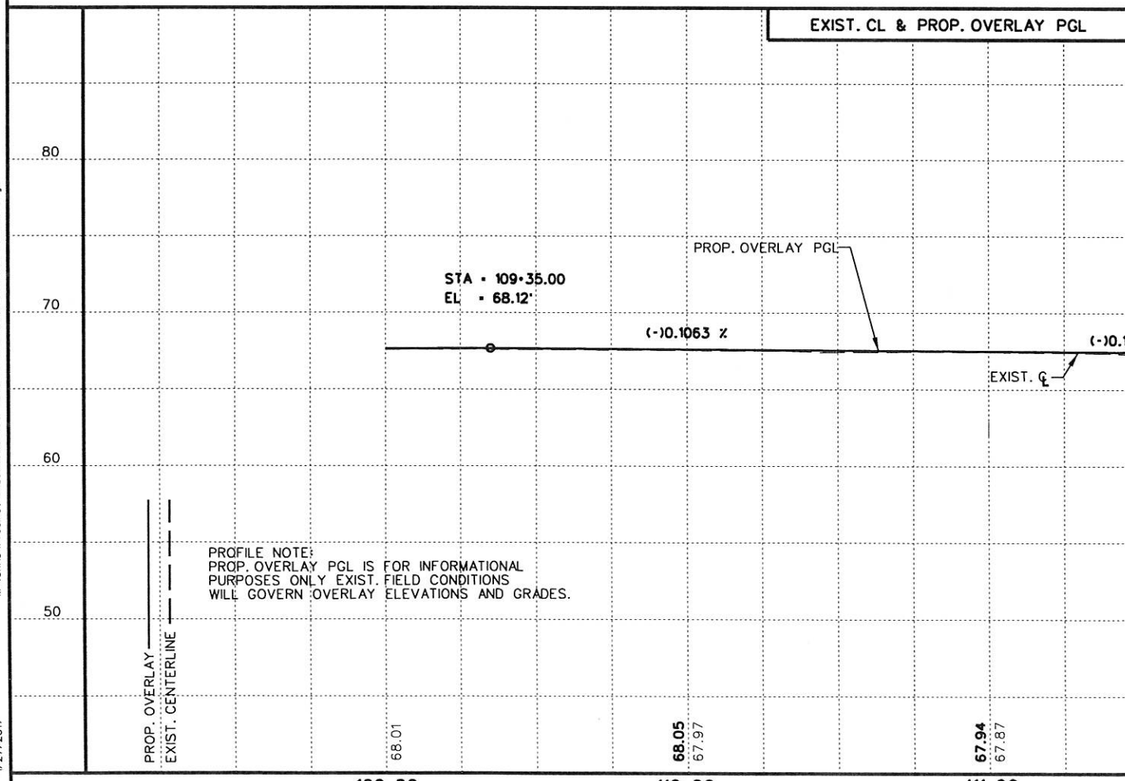
ITEM	DESCRIPTION	UNIT	QUANTITY
530	DRIVEWAYS (CONC)	SY	44

LEGEND:

- PROPOSED ROADWAY WIDENING
- TO BE REMOVED UNDER ITEM 496 INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES
- REMOVAL, RELOCATION AND INSTALLATION OF MAILBOXES ITEM 560
- TO BE REMOVED UNDER ITEM 100 "PREP. ROW"

NOTE:
SEE RDWY DATA SHEET FOR EXIST. CENTERLINE DATA.

SEE SURVEY DATA SHEET FOR HORIZONTAL AND VERTICAL CONTOUR.



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1/27/2017

STATE OF TEXAS
JULIO CESAR CERDA
90524
LICENSED PROFESSIONAL ENGINEER

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER ROAD PLAN AND PROFILE

SCALE:
HOR: 1"= 50'
VER: 1"= 10'

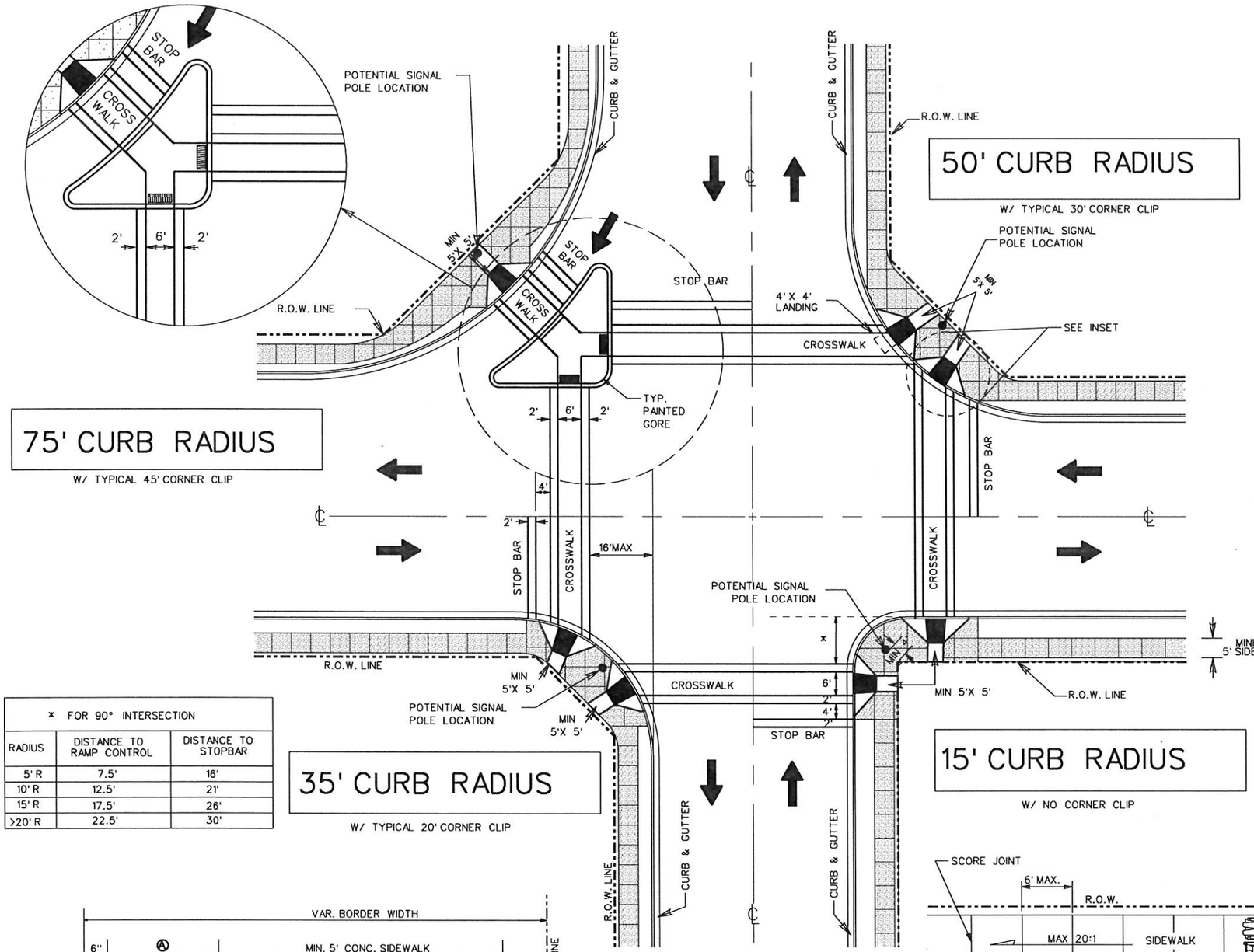
SHEET 3 OF 3

DRAWING:		FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:		6	TEXAS					Sunf.
ENGINEER:		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK:		PHR	HIDALGO	921	02			31
REVIEW:								
CK:								

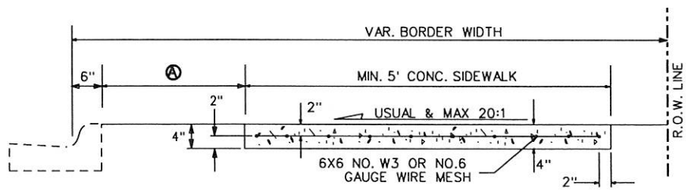
GENERAL NOTES

- ALL RAMPS SHALL HAVE A 5' x 5' LANDING PAD.
- RAMP CENTER TO BE PERPENDICULAR TO FACE OF CURB. A PERPENDICULAR RAMP MAY BE LOCATED WITHIN THE RADIUS OF A CURBLINE.
- SIDEWALK GRADE TO BE PARALLEL TO TOP OF CURB AND GUTTER UNLESS OTHERWISE SHOWN ON PLANS OR DIRECTED BY THE ENGINEER.
- SIDEWALK WIDTH AS SHOWN ELSEWHERE IN PLANS. MIN WIDTH 5'. PROVIDE DROPPED CURBS AT INTERSECTIONS. ALL CONCRETE SHALL BE CLASS "A" PROPOSED SIDEWALKS TO MATCH EXIST. SIDEWALK.
- NO VERTICAL CHANGES SHALL EXCEED 1/4" IN ELEVATION AT ADJOINING SURFACES.
- TO PROVIDE ACCESS TO PEDESTRIAN BUTTON, SIDEWALK / LANDING PAD SHALL EXTEND AND/ OR ABUT TO SIGNAL POLE CONC. FOUNDATION.
- COLOR TEXTURIZED CONCRETE SHALL BE USED TO COLOR AREAS AT RAMPS. COLOR SHALL BE " BRICK RED " AS PER L.M. SCOFIELD COMPANY STANDARDS COLOR A-26 OR EQUAL. COLOR TEXTURIZED CONCRETE SHALL BE SUBSIDIARY TO CURB RAMP ITEM

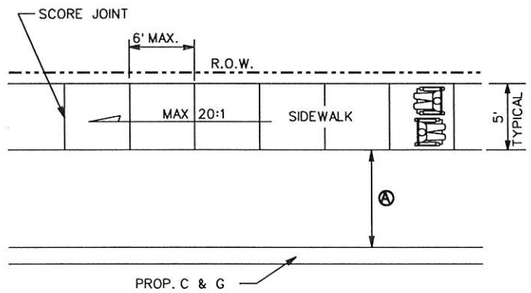
Ⓐ DESIRABLE 3' OR GREATER FOR HIGH SPEED TRAFFIC. FOR BORDER WIDTHS OF 8' OR LESS, PLACE SIDEWALK ADJACENT TO CURB.



* FOR 90° INTERSECTION		
RADIUS	DISTANCE TO RAMP CONTROL	DISTANCE TO STOPBAR
5' R	7.5'	16'
10' R	12.5'	21'
15' R	17.5'	26'
>20' R	22.5'	30'

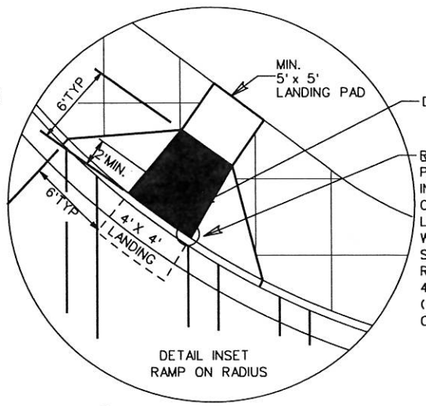


TYPICAL CONC. SIDEWALK



SCORE JOINTS 1/4" THICKNESS
EXPANSION JOINT EVERY 30'
JOINT IN CENTER OF SIDEWALK IF OVER 15' WIDE.

PLAN VIEW



DETAIL INSET RAMP ON RADIUS

© TxDOT 2002

PHARR DISTRICT STANDARD

TEXAS DEPARTMENT OF TRANSPORTATION

SIDEWALK & WHEELCHAIR RAMP DETAILS

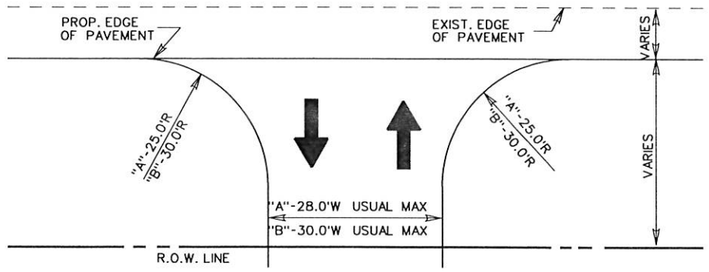
REV. 4/02

SIDEWALK.DGN

FED RD. DIV.NO.	STATE AND PROJECT NO.		FILE NO.			SHEET NO.
6						32
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TX	PHR		921	02		Sunf.

M: 2002\TxDOT\LP499\DGN\FC160\STDS\SIDEWALK.DGN

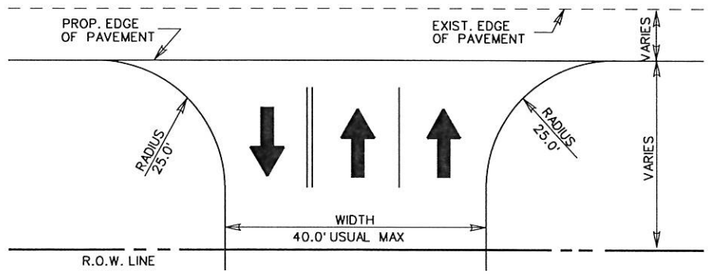
DESIGNS FOR TWO-WAY COMMERCIAL DRIVEWAYS



"A"- ONE ENTRY LANE AND ONE EXIT LANE, FEWER THAN 4 LARGE VEHICLES PER HOUR

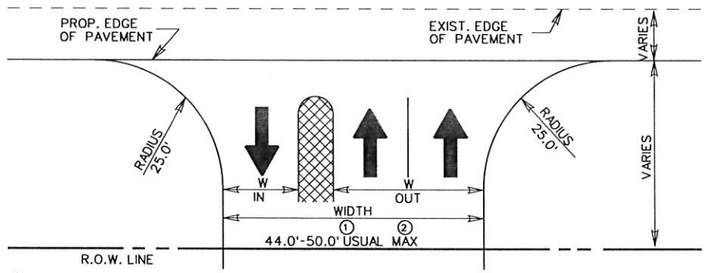
"B"- ONE ENTRY LANE AND ONE EXIT LANE, 4 OR MORE SINGLE UNIT VEHICLES PER HOUR ①

① - *DRIVEWAY DESIGNS FOR LARGER VEHICLES WILL BE CONSIDERED ON A CASE BY CASE BASIS*



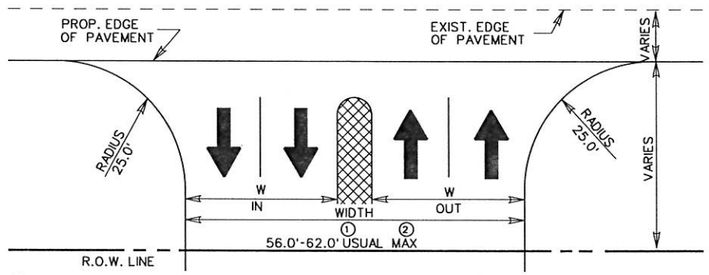
ONE ENTRY LANE AND TWO EXIT LANES (WITHOUT DIVIDERS)

DESIGNS FOR TWO-WAY COMMERCIAL DRIVEWAYS



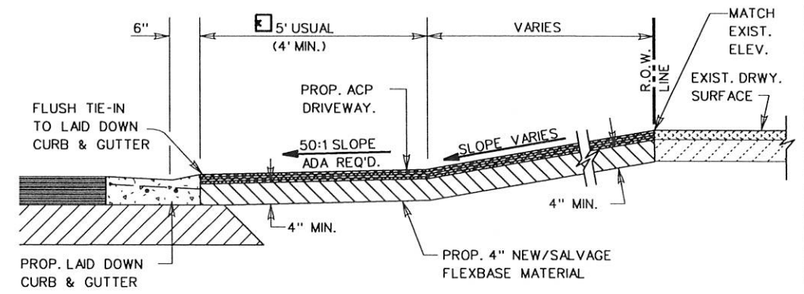
① - *4.0' WIDE DIVIDER, FACE-TO-FACE CURBS*
② - *10.0' WIDE DIVIDER, FACE-TO-FACE-CURBS*

ONE ENTRY LANE AND TWO EXIT LANES (WITH A DIVIDER)



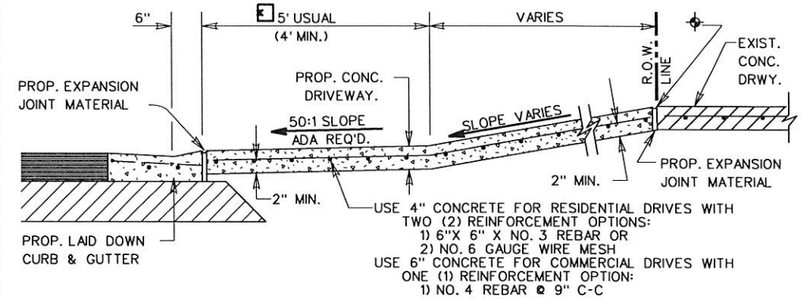
① - *4.0' WIDE DIVIDER, FACE-TO-FACE CURBS*
② - *10.0' WIDE DIVIDER, FACE-TO-FACE-CURBS*

TWO ENTRY LANES AND TWO EXIT LANES (WITH A DIVIDER)



TYPICAL ASPH. CONC. PVM'T, DRIVEWAY SECTION

N.T.S.



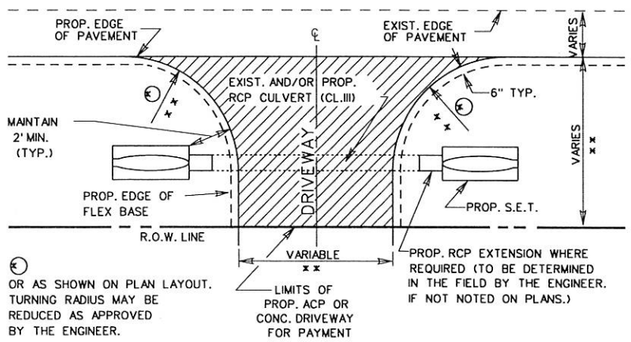
TYPICAL CONCRETE DRIVEWAY SECTION

N.T.S.

⌖ CONC. SHALL BE SAW CUT TO THE LIMITS OF REMOVAL WHERE APPLICABLE.

E PROP./FUTURE SIDEWALK CROSSING LOCATION UNLESS SHOWN ELSEWHERE ON P&P SHEETS. SEE P&P SHEETS FOR PROP. SIDEWALK LOCATION IF SIDEWALKS ARE INCLUDED AS PART OF PROJECT. REFER TO STATE STANDARDS - PEDESTRIAN FACILITIES - FOR ADDITIONAL REQUIREMENTS.

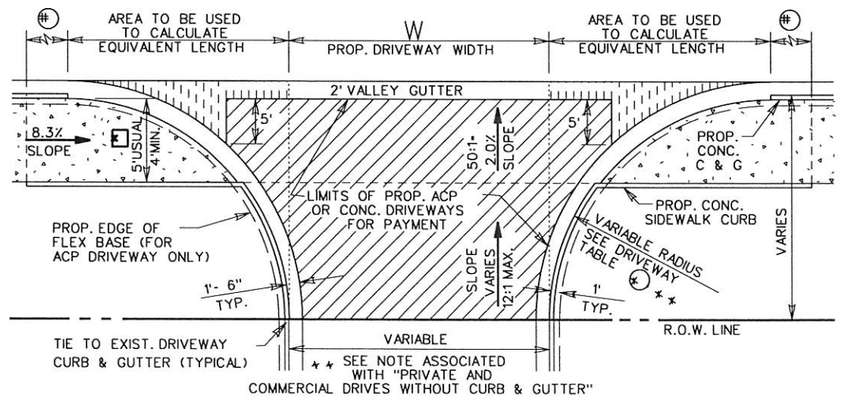
PRIVATE AND COMMERCIAL DRIVES WITHOUT CURB & GUTTER



PLAN OF PRIVATE AND COMMERCIAL DRIVES

** FOR PRIVATE RESIDENTIAL DRIVES, TRY TO MATCH EXISTING WITH A MINIMUM WIDTH OF 12 FT. AND A MAXIMUM WIDTH OF 24 FT. WITH 15 FT. USUAL RADIUS. FOR COMMERCIAL DRIVES, USE ABOVE COMMERCIAL DRIVEWAY DETAILS.

PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER



PLAN OF PRIVATE AND COMMERCIAL DRIVES

SEE P&P SHEETS FOR LOCATIONS OF DRIVES
N.T.S.

E PROP./FUTURE CONC. SIDEWALK LOCATION UNLESS SHOWN ELSEWHERE ON P&P SHEETS. REFER TO STATE STANDARDS - PEDESTRIAN FACILITIES - FOR ADDITIONAL REQUIREMENTS.

(#) LIMITS OF SLOPE FOR PROP. CONC. CURB BASED ON 8.3% SLOPE FOR SIDEWALK

LF EQUIVALENT TABLE FOR PAYMENT LIMITS OF 2' VALLEY GUTTER

LF OF VALLEY GUTTER= W + X1 + X2

WHERE X1 AND X2 MAY VARY DEPENDING ON RADIUS

Prop. Driveway Radius	X1 or X2 (Sq Ft Area / 2') Equivalent LF Length
5'	1
8'	2
10'	4
12'	6
15'	9
18'	12
20'	15
22'	18
25'	24
28'	30
30'	34

SEE DRIVEWAY TABLE FOR LIMITS OF LAID DOWN CURB TO BE PAID FOR AS CURB AND GUTTER

DRIVEWAY TYPES

TY PB-1
EXIST. PRIVATE OR COMMERCIAL DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" NEW AND/OR SALVAGE FLEX. BASE, PRIMED AND SURFACED WITH \ 114*/SY ACP.

CONCRETE (RESIDENTIAL)
EXIST. PRIVATE DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" CONCRETE. TO BE PAID FOR BY THE SQ.YD.

CONCRETE (COMMERCIAL)
EXIST. BUSINESS DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 6" CONCRETE. TO BE PAID FOR BY THE SQ.YD.

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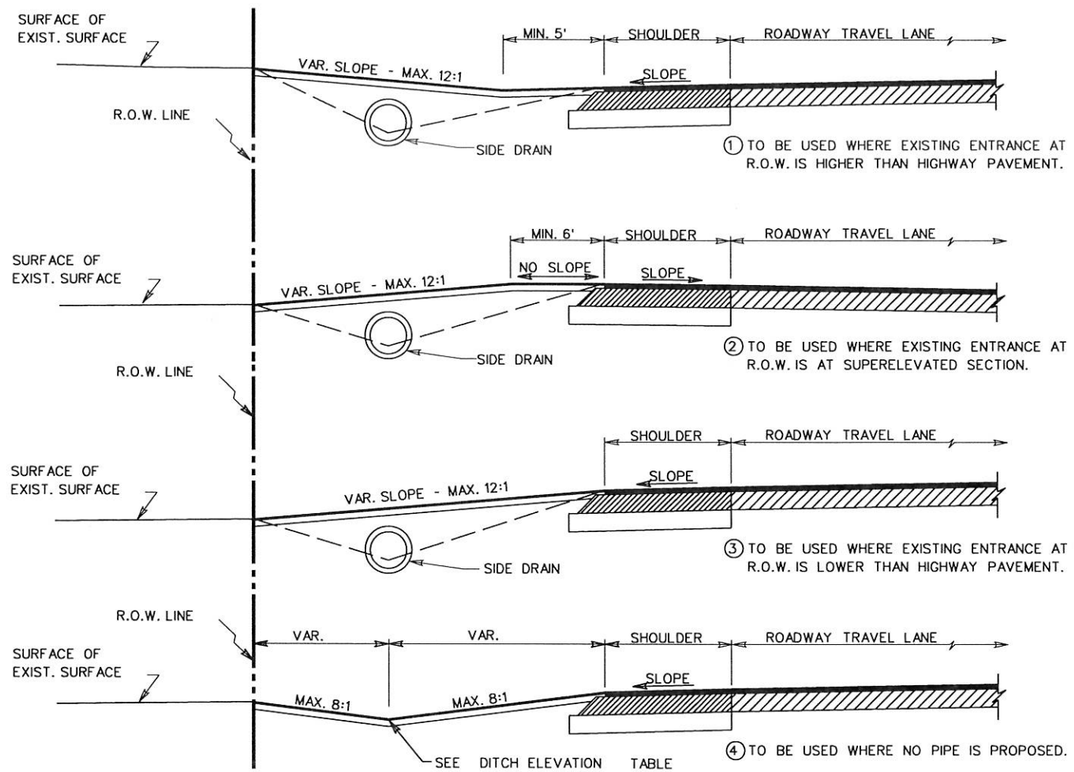
TEXAS DEPARTMENT OF TRANSPORTATION

DRIVEWAY DETAILS PRIVATE (RESIDENTIAL-COMMERCIAL)

REV. 01/15 DRIVEWAY2.DGN

FED.RD. DIV.NO.	STATE AID PROJECT NO.		FILE NO.			SHEET NO.
6						33
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TX	21	HIDALGO	921	02		Sunf.



NOTES:

ALL ENTRANCES CONSTRUCTED ON THIS PROJECT ARE SUBJECT TO CONCURRENCE WITH EXISTING GOVERNING REGULATIONS AS SET OUT BY THE STATE HIGHWAY COMMISSION.

ENTRANCE'S BASE AND SURFACING MAY BE EXTENDED BEYOND R.O.W. LINE AS REQUIRED TO MEET EXISTING GRADE IN A SATISFACTORY MANNER OF WHICH NO STEEPER THAN 12:1 SLOPE WILL BE CONSTRUCTED.

ALL FLEXIBLE BASE USED FOR PRIVATE DRIVES & COMMERCIAL DRIVES WILL NOT REQUIRE LIME TREATMENT.

EXACT LOCATIONS, DIMENSIONS, AND TYPE TO BE ESTABLISHED DURING CONSTRUCTION BY THE ENGINEER.

PROP. WIDTH OF DRIVEWAYS TO MATCH EXISTING WIDTH AT R.O.W. LINE.

114 •/SY ACP (COMPACTED) IS EQUAL TO 1 IN. DEPTH
171 •/SY ACP (COMPACTED) IS EQUAL TO 1½IN. DEPTH.

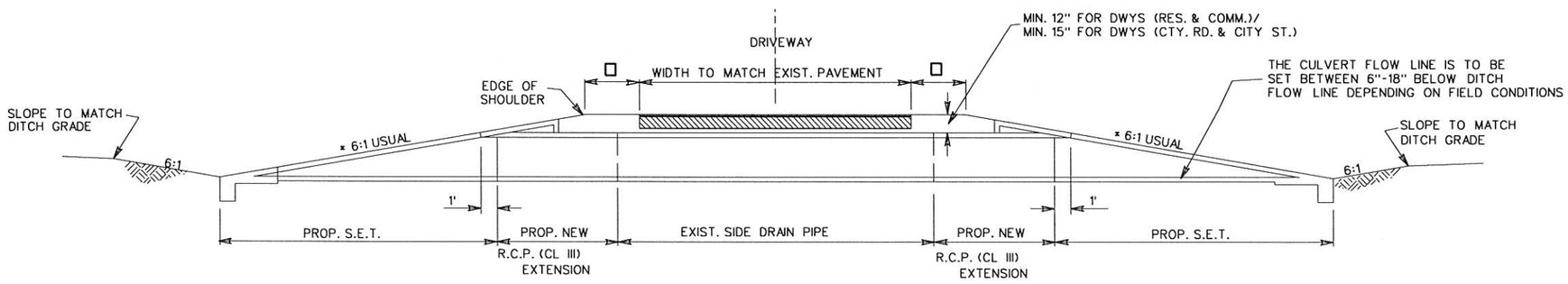
SIDE DRAINS TO BE INSTALLED WHERE ROADWAY DITCH DRAINAGE IS NECESSARY, AS INDICATED ON PLANS AND/OR AS DIRECTED BY THE ENGINEER.

SIDE DRAINS TO BE INSTALLED WITH A MINIMUM OF 12" COVER BY PROPOSED RESIDENTIAL & COMMERCIAL MATERIAL OR 15" COVER OF PROPOSED COUNTY RD. & CITY STREET ROADWAY MATERIAL.

AVERAGE DIMENSIONS SHOWN ON TABLE OF DRIVEWAYS ARE FOR ESTIMATING PURPOSES ONLY.

THE RATE OF PRIME SHALL BE 0.10 GAL/SY FOR PRIVATE AND/OR COMMERCIAL DRIVEWAYS AND 0.20 GAL/SY FOR PUBLIC DRIVEWAYS.

TYPICAL ENTRANCE PROFILE FOR DRIVEWAYS W/OUT C&G



□ - 1' MIN. ON DRIVEWAYS (RES. & COMM.)
2' MIN. ON DRIVEWAYS (COUNTY RD. & CITY ST.)

x - 6:1 SLOPE USUAL
UNLESS OTHERWISE NOTED ON PLANS

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PHARR DISTRICT STANDARD

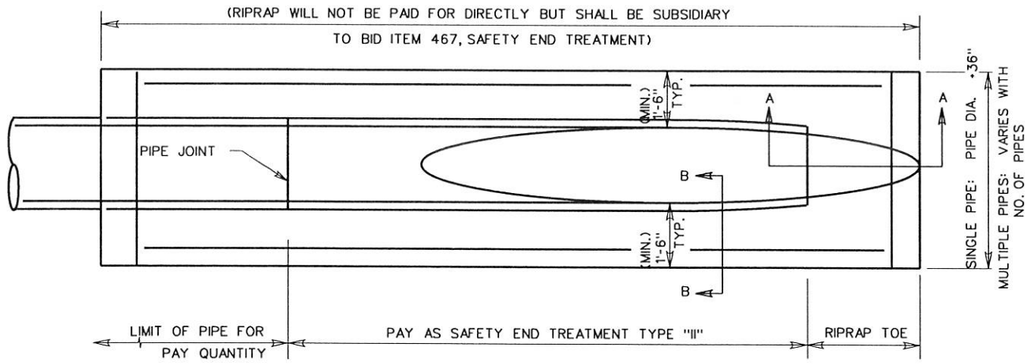
TEXAS DEPARTMENT OF TRANSPORTATION

DRIVEWAY PROFILE DETAILS

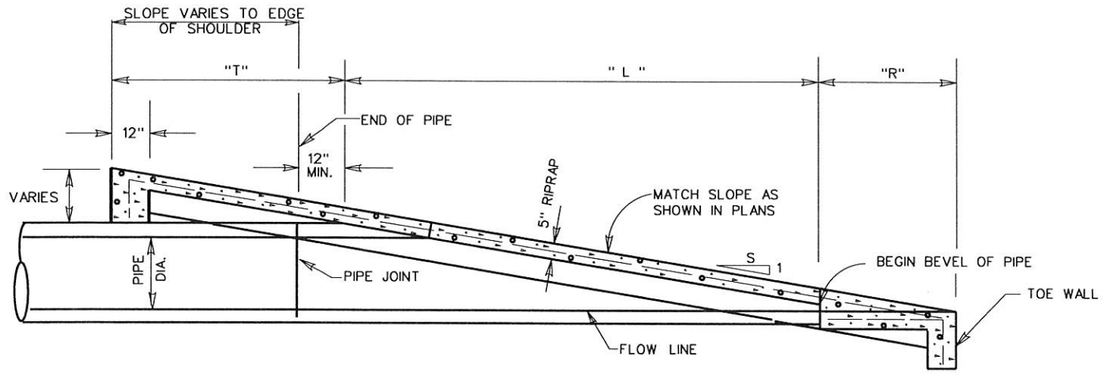
REV. 01/14

DRIVEWAY1.DGN

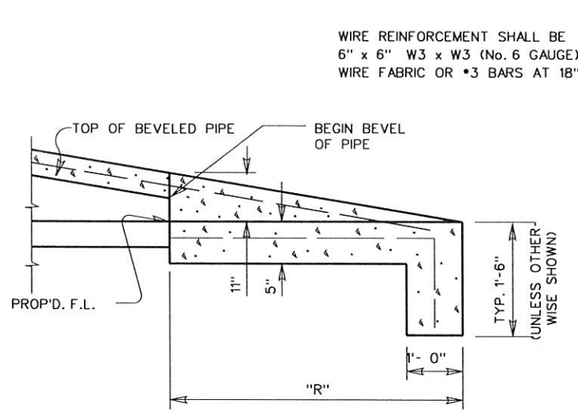
FED.RD. DIV.NO.	STATE AID PROJECT NO.		FILE NO.			SHEET NO.
6						34
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TX	21	HIDALGO	921	02		Sunf.



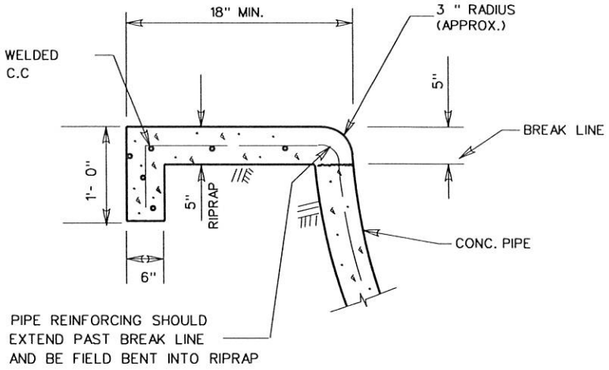
PLAN VIEW



ELEVATION
SAFETY END TREATMENT



SEC. A-A



SEC. B-B

SAFETY END TREATMENT PIPE LENGTHS

PIPE DIA. (IN.)	"L" 3:1	4:1	5:1	6:1
12	2'-0"	2'-8"	3'-4"	4'-0"
15	2'-9"	3'-8"	4'-7"	5'-6"
18	3'-6"	4'-8"	5'-10"	7'-0"
24	5'-1½"	6'-10"	8'-6½"	10'-3"
30	6'-9"	9-0"	11'-3"	13'-6"
36	8'-6"	11'-4"	14'-2"	17'-0"
42	10'-1½"	13'-6"	16'-10½"	20'-3"
48	11'-9"	15'-8"	19'-7"	23'-6"

€ DRIVEWAYS & TURNOUTS ARE 6:1 ONLY

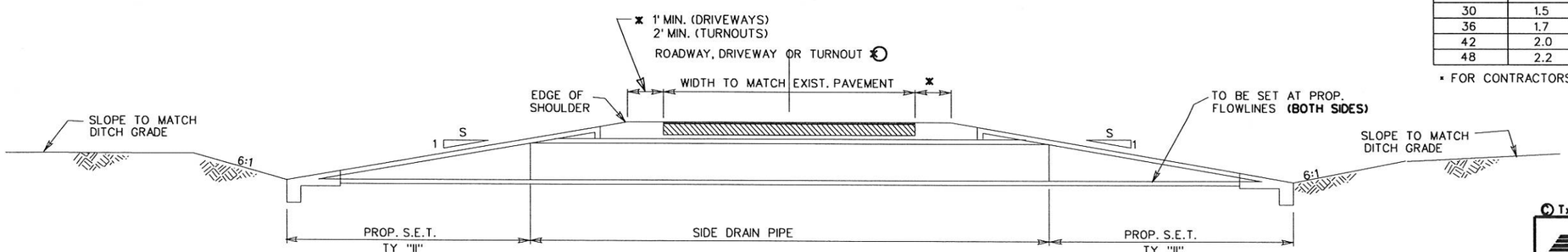
RIPRAP TOE LENGTHS

SLOPE	" R "	"T"
3:1	2'-9"	1'-9"
4:1	3'-8"	2'-4"
5:1	4'-7"	2'-11"
6:1	5'-6"	3'-6"

ESTIMATED RIPRAP VOLUME (CY)

PIPE DIA. (IN.)	3:1	4:1	5:1	6:1
12	.9	1.1	1.3	1.6
15	1.0	1.2	1.5	1.8
18	1.1	1.4	1.6	1.9
24	1.3	1.6	2.0	2.3
30	1.5	1.9	2.3	2.7
36	1.7	2.2	2.7	3.2
42	2.0	2.5	3.1	3.6
48	2.2	2.8	3.4	4.1

* FOR CONTRACTORS INFORMATION ONLY (SINGLE PIPE)



TYPICAL SIDEDRAIN SECTION

NOTE:

ALL EXCAVATION AND BACKFILL REQUIRED AT ALL PIPE SIDE DRAIN CONNECTIONS, ADJUSTMENTS AND/OR EXTENSIONS WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE SUBSIDIARY TO THE BID ITEMS INVOLVED AND IN ACCORDANCE WITH ITEM 400 "STRUCTURAL EXCAVATION".

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PHARR DISTRICT STANDARDS

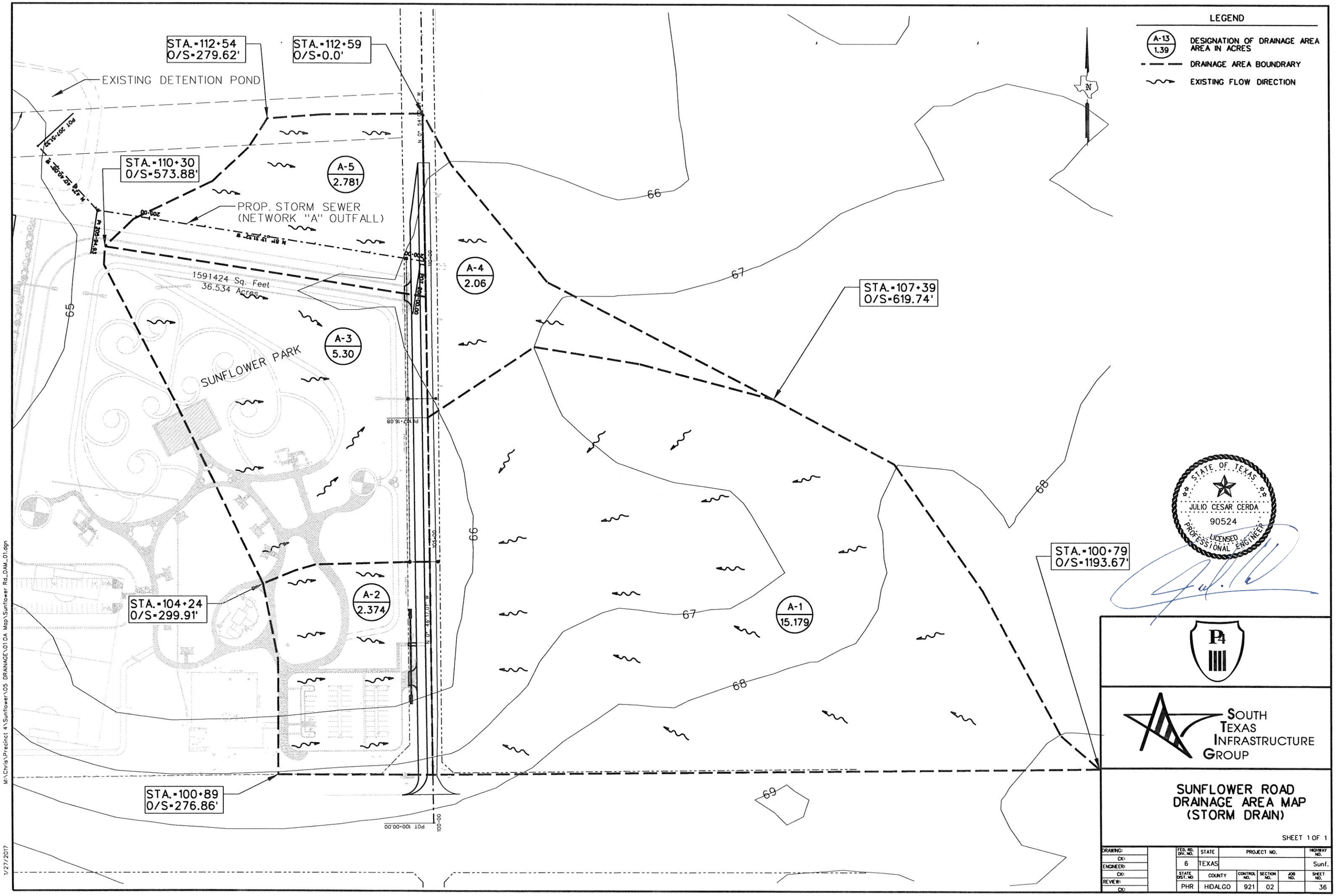
TEXAS DEPARTMENT OF TRANSPORTATION

SAFETY END TREATMENT DETAILS

REV. 9/16

SET.DGN

FED.RD. DIV.NO.	STATE AID PROJECT NO.		FILE NO.			SHEET NO.
6						35
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TX	21	HIDALGO	921	02		Sunf.



M:\Chris\Precinct 4\Sunflower\05 DRAINAGE\01 DA Map\Sunflower Rd_DAM_01.dgn

1/27/2017

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER ROAD DRAINAGE AREA MAP (STORM DRAIN)

SHEET 1 OF 1

DRAWING:		FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:		6	TEXAS					Sunf.
ENGINEER:		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK:		PHR	HIDALGO	921	02			36
REVIEW:								
CK:								

RUNOFF COMPUTATIONS

AREA ID	TOTAL AREA (acres)	TOTAL SUBAREA 1 (acres)	Subarea 1 Description	Subarea 1 "C" Value	TOTAL SUBAREA 2 (acres)	Subarea 2 Description	Subarea 2 "C" Value	TOTAL SUBAREA 3 (acres)	Subarea 3 Description	Subarea 3 "C" Value	TOTAL SUBAREA 4 (acres)	Subarea 4 Description	Subarea 4 "C" Value	Total "C" Value	Tc (min)	Intensity (in/hr)	Discharge (ft/s)
A-1	15.18	15.04	Unimproved Sand/Sandy 0-3%	0.18	0.14	Street Asph/Conc	0.90	0.00		0.00	0.00		0.00	0.19	112.40	1.76	4.99
A-2	2.37	2.15	Industrial Parks/Cemetaries	0.18	0.22	Street Asph/Conc	0.90	0.00		0.00	0.00		0.00	0.25	28.60	4.46	2.62
A-3	5.30	5.02	Industrial Parks/Cemetaries	0.18	0.28	Street Asph/Conc	0.90	0.00		0.00	0.00		0.00	0.22	55.20	2.92	3.38
A-4	2.06	1.94	Unimproved Sand/Sandy 0-3%	0.18	0.13	Street Asph/Conc	0.90	0.00		0.00	0.00		0.00	0.22	24.30	4.91	2.26
A-5	2.78	0.37	Industrial Parks/Cemetaries	0.18	2.27	Unimproved Sand/Sandy 0-3%	0.18	0.14	Street Asph/Conc	0.90	0.00		0.00	0.22	32.50	4.12	2.49

NODE CONFIGURATION

Node ID	Library Item Name	Node Station	Node Offset (ft)	Node Elev. (ft)	Node Type	Profile Type	Spread X-Sect. Slope 1 (%)	Spread X-Sect. Width 1 (ft.)	Spread X-Sect. Slope 2 (%)	Spread X-Sect. Width 2 (ft.)	Spread X-Sect. Slope 3 (%)	Spread X-Sect. Width 3 (ft.)	Composite X-Sect. Spread Slope (%)	Longitudinal Slope (%)	Curb Length (ft)	Curb Depression (ft)	Curb Depression Width (ft)	Curb Height (ft)	Grate Length (ft)	Grate Width (ft)	Grate Area (ft)	Grate Perimeter (ft)
A-1	PSL FG 3x3 w 3x3 gr	104+60.00	15.00	64.50	Grate	Sag	-20.00	5.00	20.00	5.00	2.00	10.00	0.100	n/a	n/a	n/a	n/a	n/a	3.17	3.17	4.54	12.67
A-2	PSL FG 3x3 w 3x3 gr	104+60.00	-36.00	65.34	Grate	On Grade	-25.00	4.00	20.00	10.00	2.00	26.00	0.111	0.188	n/a	n/a	n/a	n/a	3.17	3.17	4.54	12.67
A-3	PSL FG 3x3 w 3x3 gr	107+50.00	-35.00	64.80	Grate	Sag	-25.00	4.00	20.00	10.00	2.00	26.00	0.111	n/a	n/a	n/a	n/a	n/a	3.17	3.17	4.54	12.67
A-4	PSL FG 3x3 w 3x3 gr	107+50.00	15.00	65.25	Grate	On Grade	-20.00	5.00	20.00	5.00	2.00	10.00	0.100	0.077	n/a	n/a	n/a	n/a	3.17	3.17	4.54	12.67
A-5	PSL FG 3x3 w 3x3 gr	110+00.00	-33.75	64.80	Grate	Sag	-25.00	4.00	25.00	8.00	2.00	26.00	0.125	n/a	n/a	n/a	n/a	n/a	3.17	3.17	4.54	12.67
A-MH1	PSL RC 3x3	202+85.00	0.00	66.00	Junction	On Grade	-25.00	4.00	25.00	8.00	2.00	26.00	0.125	0.093	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
A-MH2	PSL RC 3x3	205+93.50	0.00	66.60	Junction	On Grade	-25.00	4.00	25.00	8.00	2.00	26.00	0.125	0.093	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
A-OUT	OUTLET	111+38.50	-626.00	66.60	Outlet	On Grade	-25.00	4.00	25.00	8.00	2.00	26.00	0.125	0.000	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

NODE HYDRAULICS

Node ID	Node Type	Node Profile Type	Node Station	Discharge (ft/s)	Capacity (ft/s)	Max By Pass Flow (ft/s)	By Pass Flow (ft/s)	By Pass Flow Into Node (ft/s)	By Pass Node ID	Node Length (ft)	Max Ponded Depth (ft)	Computed Ponded Depth (ft)	Max Ponded Width (ft)	Computed Ponded Width (ft)
A-1	Grate	Sag	104+60.00	5.02	14.93	0.50	0.00	0.04		n/a	1.50	0.40	8.00	7.38
A-2	Grate	On Grade	104+60.00	2.62	2.58	0.50	0.05	0.00	A-3	n/a	1.50	0.68	8.00	6.14
A-3	Grate	Sag	107+50.00	3.43	14.93	0.50	0.00	0.05		n/a	1.50	0.31	8.00	5.64
A-4	Grate	On Grade	107+50.00	2.26	2.23	0.50	0.04	0.00	A-1	n/a	1.50	0.73	8.00	7.33
A-5	Grate	Sag	110+00.00	2.49	14.93	0.50	0.00	0.00		n/a	1.50	0.25	8.00	4.46
A-MH1	Junction	On Grade	202+85.00	4.60	14.93	0.50	0.00	0.00		6.08	1.50	0.38	8.00	3.05
A-MH2	Junction	On Grade	205+93.50	4.60	14.93	0.50	0.00	0.00		6.08	1.50	0.38	8.00	3.05
A-OUT	Outlet	On Grade	111+38.50	4.60	14.93	0.50	0.00	0.00		6.08	1.50	0.38	8.00	3.05

LINK CONFIGURATION

Link ID	Type	Upstream Node	Downstream Node	Material	Library Item Name	Number of Barrels	Actual Length (ft)	Hydraulic Length (ft)	Manning's N Value	Slope (%)	Rise (ft)	Span (ft)	Soffit Upstream (ft)	Soffit Downstream (ft)	Invert Upstream (ft)	Invert Downstream (ft)
LA-1	Pipe	A-1	A-2	Concrete	24 Inch Dia. Circular	1.00	48.00	51.00	0.012	0.150	2.00	n/a	62.82	62.74	60.82	60.74
LA-2	Pipe	A-2	A-3	Concrete	24 Inch Dia. Circular	1.00	286.92	289.92	0.012	0.150	2.00	n/a	62.74	62.31	60.74	60.31
LA-3	Pipe	A-4	A-3	Concrete	18 Inch Dia. Circular	1.00	47.00	50.00	0.012	0.150	1.50	n/a	62.38	62.31	60.88	60.81
LA-4	Pipe	A-3	A-5	Concrete	24 Inch Dia. Circular	1.00	247.00	250.00	0.012	0.150	2.00	n/a	62.31	61.93	60.31	59.93
LA-5	Pipe	A-5	A-MH1	Concrete	24 Inch Dia. Circular	1.00	247.79	250.79	0.012	0.150	2.00	n/a	61.93	61.55	59.93	59.55
LA-6	Pipe	A-MH1	A-MH2	Concrete	24 Inch Dia. Circular	1.00	305.50	308.50	0.012	0.150	2.00	n/a	61.55	61.09	59.55	59.09
LA-7	Pipe	A-MH2	A-OUT	Concrete	24 Inch Dia. Circular	1.00	59.28	60.78	0.012	0.150	2.00	n/a	61.09	61.00	59.09	59.00

LINK HYDRAULICS

Link ID	Upstream Node	Downstream Node	Discharge (ft/s)	Capacity (ft/s)	Uniform Depth (ft)	Uniform Velocity (ft/s)	Critical Depth (ft)	Critical Velocity (ft/s)	Critical Slope (%)	Frict. Slope (%)	Actual Vel. U.S. (ft/s)	Actual Vel. D.S. (ft/s)	Actual Depth U.S. (ft)	Actual Depth D.S. (ft)	HGL U.S. (ft)	HGL D.S. (ft)	EGL U.S. (ft)	EGL D.S. (ft)
LA-1	A-1	A-2	4.99	10.21	1.03	3.07	0.79	4.35	0.004	0.002	1.59	1.59	2.00	2.00	64.50	64.47	64.53	64.53
LA-2	A-2	A-3	6.01	10.21	1.17	3.14	0.87	4.60	0.004	0.001	1.91	1.91	2.00	2.00	64.47	64.30	64.53	64.42
LA-3	A-4	A-3	2.26	4.74	0.75	2.57	0.57	3.68	0.004	0.002	1.28	1.28	1.50	1.50	64.32	64.30	64.34	64.42
LA-4	A-3	A-5	8.77	10.21	1.53	3.41	1.06	5.21	0.004	0.001	2.79	2.79	2.00	2.00	64.30	63.98	64.42	64.13
LA-5	A-5	A-MH1	9.74	10.21	1.64	3.53	1.12	5.40	0.004	0.002	3.10	3.10	2.00	2.00	63.98	63.58	64.13	63.73
LA-6	A-MH1	A-MH2	9.74	10.21	1.64	3.53	1.12	5.40	0.004	0.002	3.10	3.10	2.00	2.00	63.58	63.10	63.73	63.25
LA-7	A-MH2	A-OUT	9.74	10.21	1.64	3.53	1.12	5.40	0.004	0.002	3.10	3.10	2.00	2.00	63.10	63.00	63.25	63.15

NOTES:

1. CALCULATIONS MADE BY "GEOPAK DRAINAGE" HYDRAULIC COMPUTER PROGRAM.
2. ALLOWABLE PONDING WIDTH = 8' (PONDING ALLOWED WITHIN ROADSIDE DITCH)
3. SEWER CALCULATIONS BASED ON MANNING'S FORMULA.
4. A CONSERVATIVE TW = 63.00' WAS ESTIMATED FOR DESIGN PURPOSES.
5. RAINFALL FREQUENCY = 5 YR.

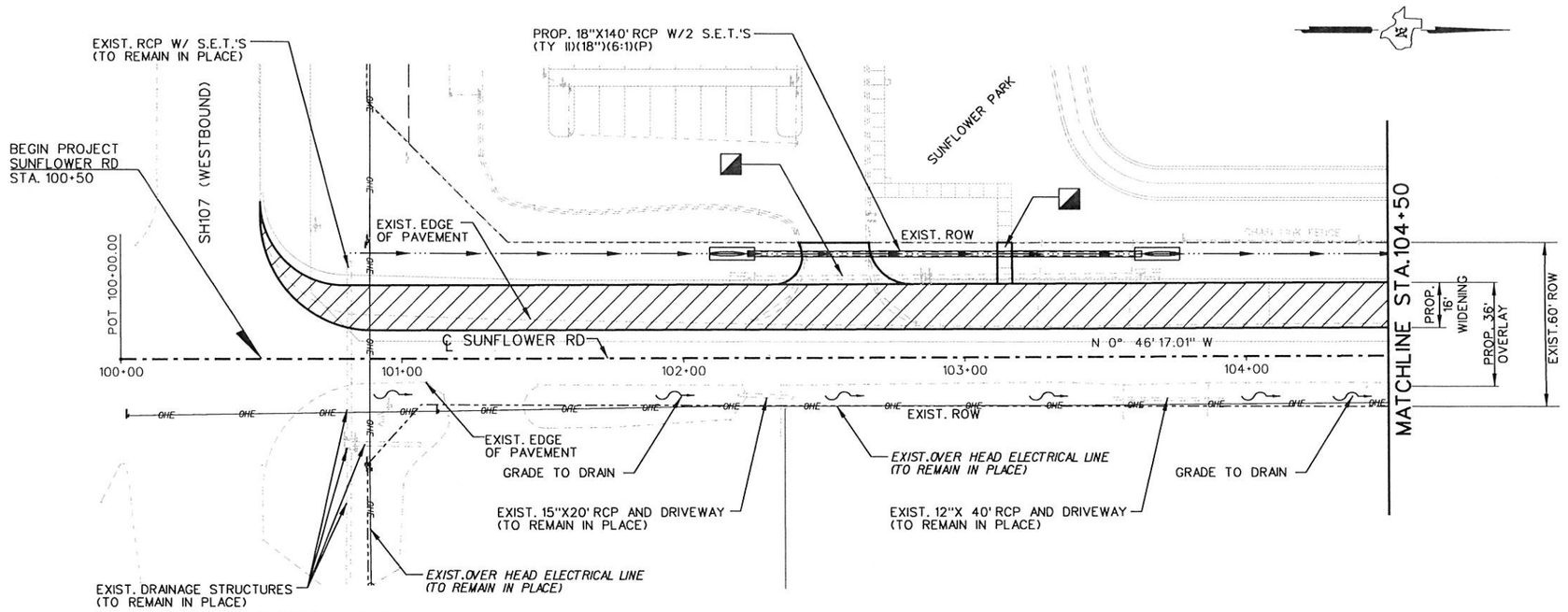
STATE OF TEXAS
JULIO CESAR CERDA
90524
LICENSED PROFESSIONAL ENGINEER

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER ROAD
HYDRAULIC DATA SHEET

DRAWING:		FED. RD. DIV. NO.	STATE	PROJECT NO.		HIGHWAY NO.
CK:		6	TEXAS			Sunf.
ENGINEER:		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
CK:		PHR	HIDALGO	921	02		37
REVIEW:							
CK:							

M:\Chris\Precinct 4\Sunflower\05 DRAINAGE\02 HydrolicData\Sunflower_hyddata.dgn
1/27/2017



STORM DRAIN TABLE

STRUCTURE ID	DESCRIPTION	STATION / OFFSET TO FACE OF CURB	TOP OF STR. ELEVATION	PROP. FL. OF STRUCTURE	PROP. FL. OF PIPE (NORTH)	PROP. FL. OF PIPE (SOUTH)	PROP. FL. OF PIPE (EAST)	PROP. FL. OF PIPE (WEST)

SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
464	RC PIPE (18")(CL III)	LF	140
467	SET (TY II)(18")(RCP)(6:1)(P)	EA	2

LEGEND

- SEE P&P SHEETS FOR DETAILS
- TO BE REMOVED UNDER ITEM 496. INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES.
- DIRECTION OF STORM SEWER FLOW
- LIMITS OF PROP. CUT & RESTORE (ITEM 400)

NOTES:
SEE ALIGNMENT DATA SHEET FOR EXIST. CENTERLINE DATA.

ALL RCP SHALL BE CL III(SPL) UNLESS OTHERWISE NOTED.

SEE HYD. DATA SHEETS FOR HYDRAULIC GRADE LINE (H.G.L.) ELEVATIONS

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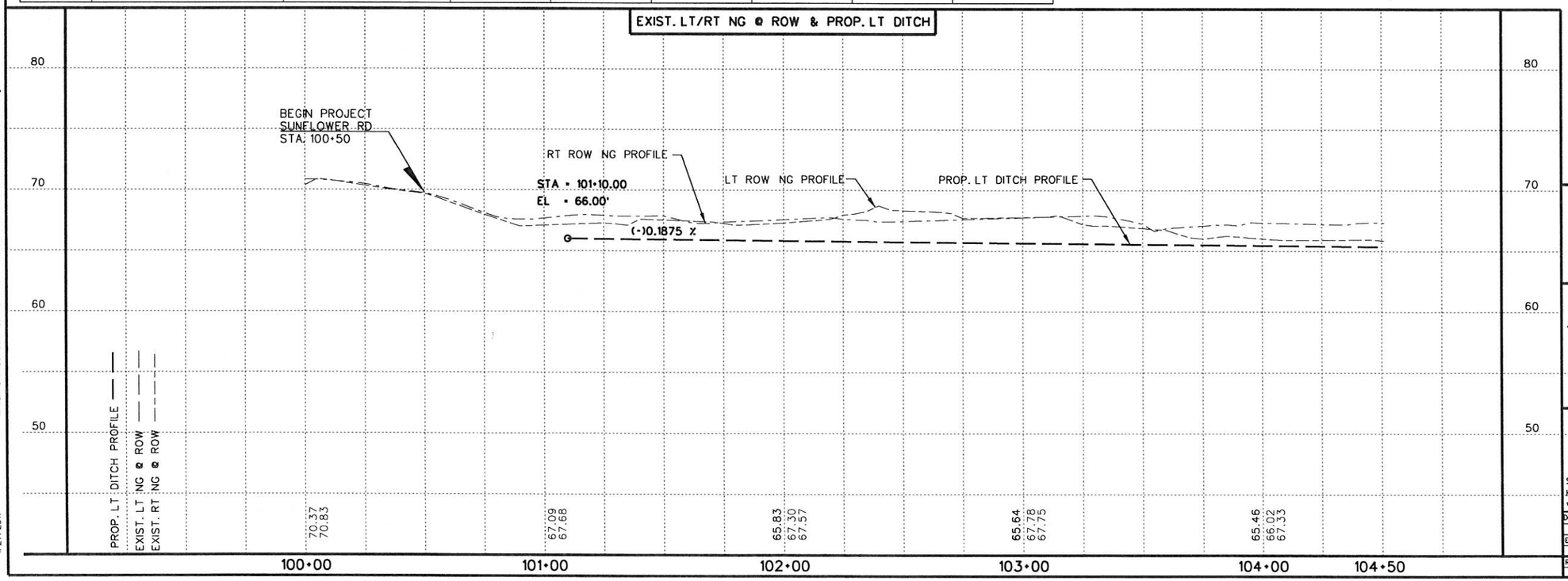

STATE OF TEXAS
JULIO CESAR CERDA
90524
LICENSED PROFESSIONAL ENGINEER

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER ROAD UTILITIES AND DRAINAGE

SCALE:
HOR: 1" = 50'
VER: 1" = 10'

SHEET 1 OF 5

DRAWING:	FED. RD. DIV. NO.	STATE	PROJECT NO.			HIGHWAY NO.
CK:	6	TEXAS				Sunf.
ENGINEER:	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
CK:	PHR	HIDALGO	921	02		38
REVIEW:						
CK:						

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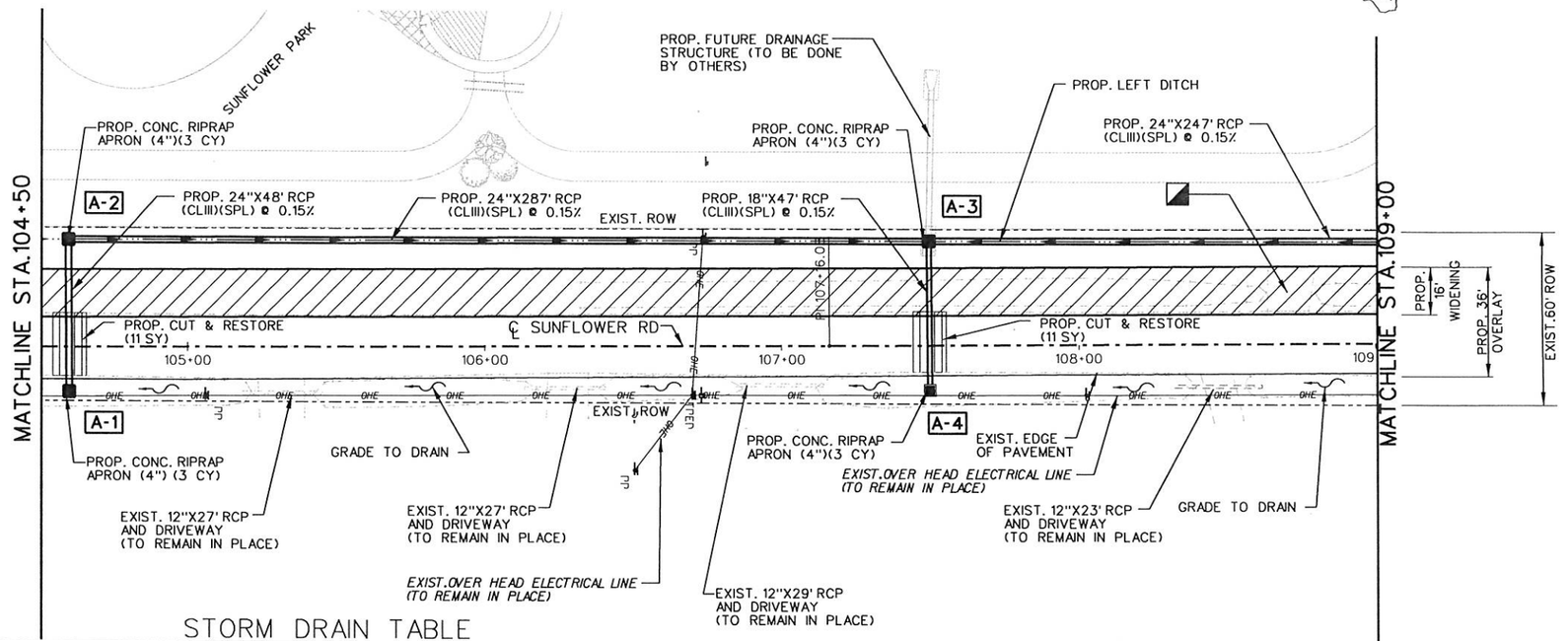

SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
400	STRUCT EXCAVATION (NON-PAY)	CY	474
400	STRUCT EXCAVATION (SPL)	CY	-
400	SAND BACKFILL	CY	249
400	CUT & RESTORE	SY	22
402	TRENCH EXCAVATION PROT.	LF	629
432	RIPRAP (CONC)(4")	CY	12
464	RCP (18")(CL III)(SPL)	LF	47
464	RCP (24")(CL III)(SPL)	LF	582
465	INLET (COMPL)(PSL)(FG)(3x3W/3x3 GR)	EA	4

LEGEND

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- DIRECTION OF STORM SEWER FLOW
- LIMITS OF PROP. CUT & RESTORE (ITEM 400)

NOTES:
SEE ALIGNMENT DATA SHEET FOR EXIST. CENTERLINE DATA.

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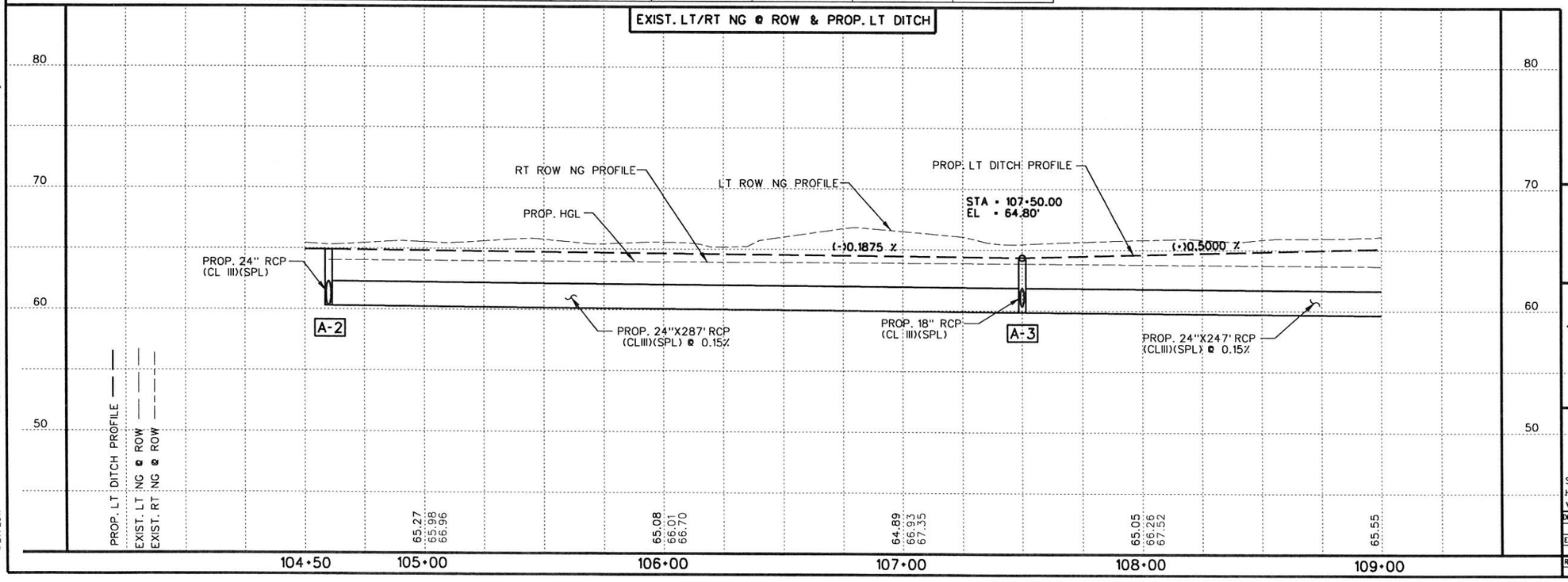
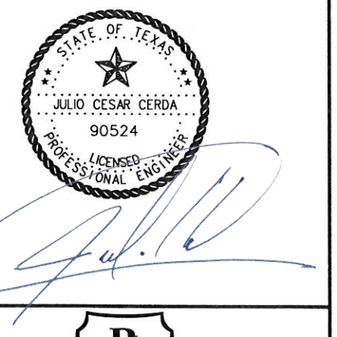
STORM DRAIN TABLE

STRUCTURE ID	DESCRIPTION	STATION / OFFSET TO FACE OF CURB	TOP OF STR. ELEVATION	PROP. FL. OF STRUCTURE	PROP. FL. OF PIPE (NORTH)	PROP. FL. OF PIPE (SOUTH)	PROP. FL. OF PIPE (EAST)	PROP. FL. OF PIPE (WEST)
A-1	PSL FG 3x3 w 3x3 gr	104+60.00, 15.00 RT	64.50	60.82				60.82
A-2	PSL FG 3x3 w 3x3 gr	104+60.00, 36.00 LT	65.34	60.74	60.74		60.74	
A-3	PSL FG 3x3 w 3x3 gr	107+50.00, 35.00 LT	64.80	60.31	60.31	60.31	60.81	
A-4	PSL FG 3x3 w 3x3 gr	107+50.00, 15.00 RT	65.25	60.88				60.88





SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER ROAD UTILITIES AND DRAINAGE

SCALE:
HOR: 1"= 50'
VER: 1"= 10'

SHEET 2 OF 5

DRAWING:		FED. RD. DIV. NO.	STATE	PROJECT NO.			HIGHWAY NO.
CK:		6	TEXAS				Sunf.
ENGINEER:		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
CK:		PHR	HIDALGO	921	02		39
REVIEW:							
CK:							

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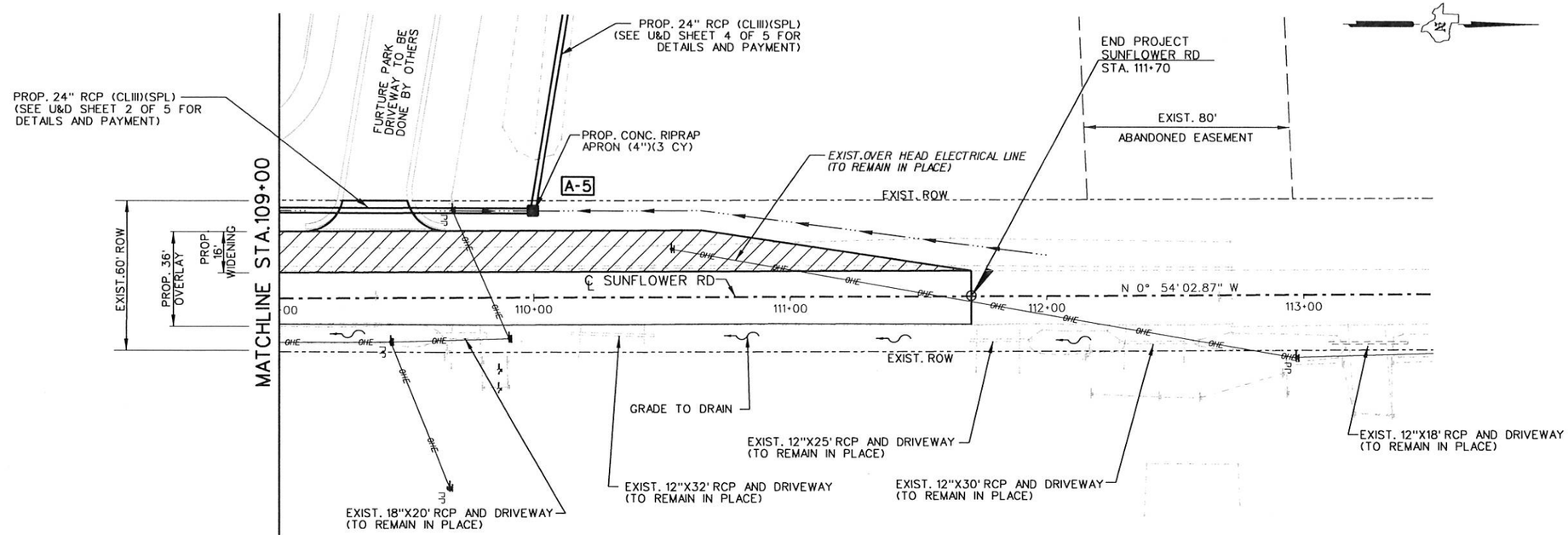
1/27/2017



STORM DRAIN TABLE

STRUCTURE ID	DESCRIPTION	STATION / OFFSET TO FACE OF CURB	TOP OF STR. ELEVATION	PROP. FL. OF STRUCTURE	PROP. FL. OF PIPE (NORTH)	PROP. FL. OF PIPE (SOUTH)	PROP. FL. OF PIPE (EAST)	PROP. FL. OF PIPE (WEST)
A-5	PSL FG 3x3 w 3x3 gr	110+00.00, 33.75 LT	64.80	59.93		59.93		59.93

SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
432	RIPRAP (CONC)(4")	CY	3
465	INLET (COMPL)(PSL)(FG)(3x3W/3x3 GR)	EA	1

LEGEND

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- LIMITS OF PROP. CUT & RESTORE (ITEM 400)

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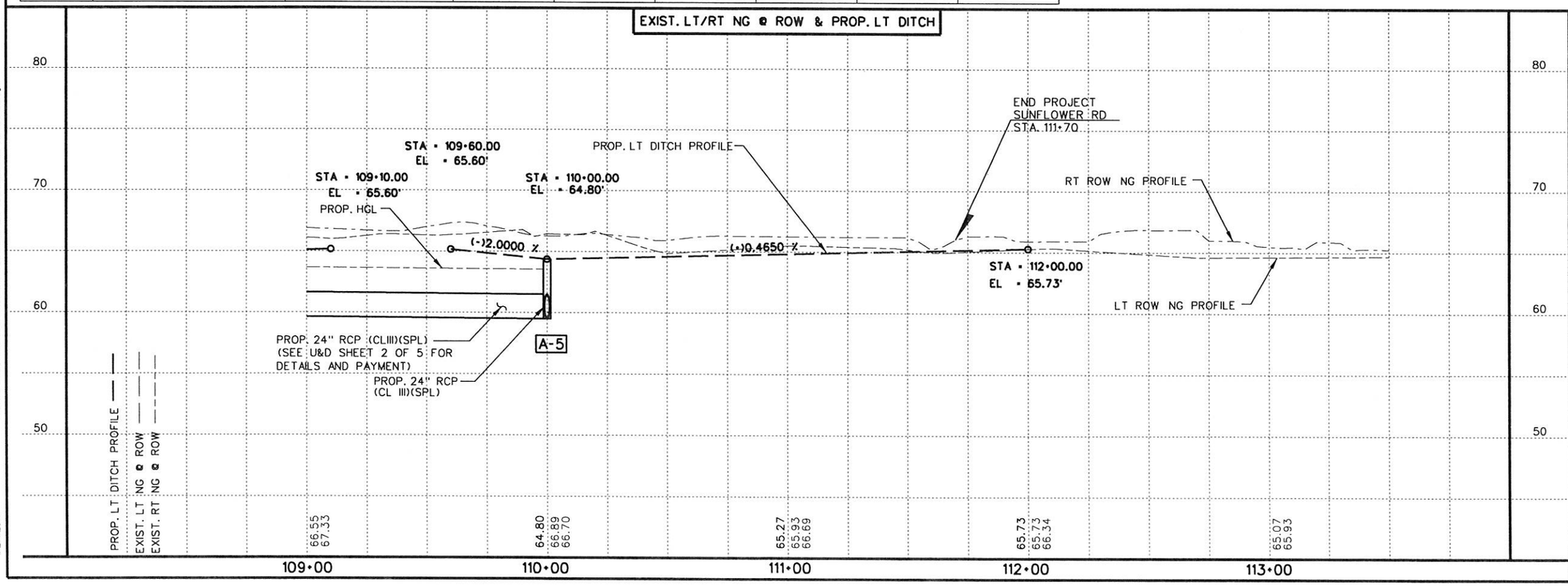

STATE OF TEXAS
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SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER ROAD UTILITIES AND DRAINAGE

SCALE:
HOR: 1"= 50'
VER: 1"= 10'

SHEET 3 OF 5

DRAWING:	FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:	6	TEXAS					Sunf.
ENGINEER:	STATE DIST. NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK:	PHR	HIDALGO	921	02			40
REVIEW:							
CK:							

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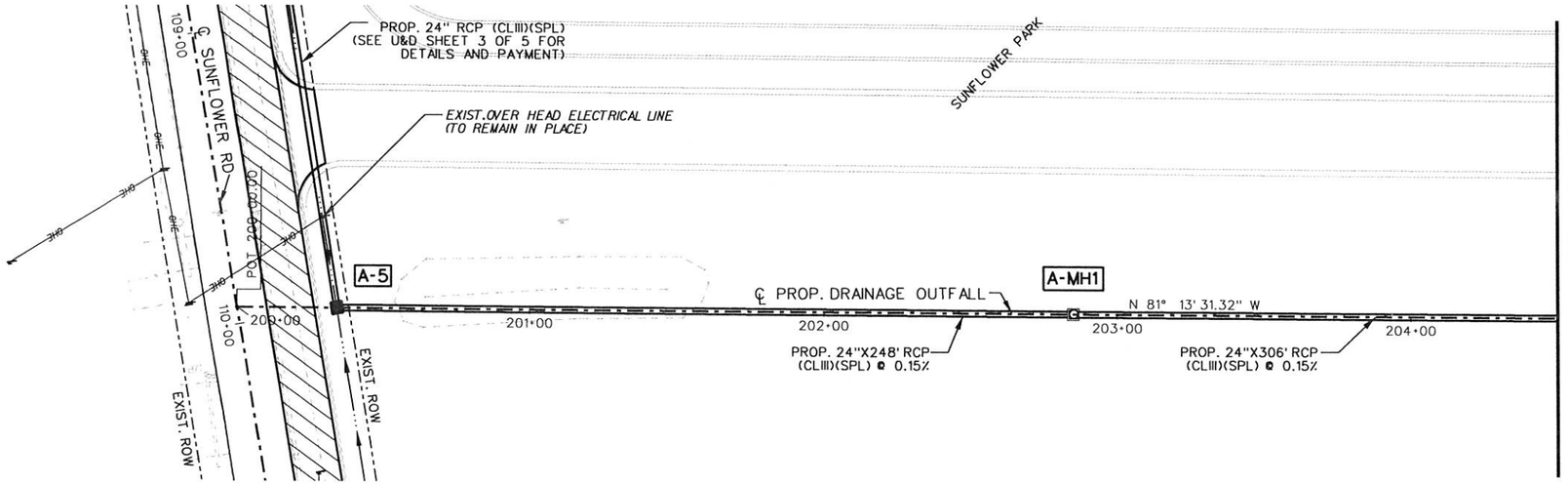

STORM DRAIN TABLE

STRUCTURE ID	DESCRIPTION	STATION / OFFSET TO FACE OF CURB	TOP OF STR. ELEVATION	PROP. FL. OF STRUCTURE	PROP. FL. OF PIPE (NORTH)	PROP. FL. OF PIPE (SOUTH)	PROP. FL. OF PIPE (EAST)	PROP. FL. OF PIPE (WEST)
A-MH1	PSL RC 3x3	202+85.00, 00.00 RT	66.00	59.55			59.55	59.55

SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
400	STRUCT EXCAVATION (NON-PAY)	CY	590
400	STRUCT EXCAVATION (SPL)	CY	-
400	SAND BACKFILL	CY	223
400	CUT & RESTORE	SY	-
402	TRENCH EXCAVATION PROT.	LF	554
464	RCP (18")(CL III)(SPL)	LF	-
464	RCP (24")(CL III)(SPL)	LF	554
465	INLET (COMPL)(PSL)(RC)(3x3)	EA	1

LEGEND

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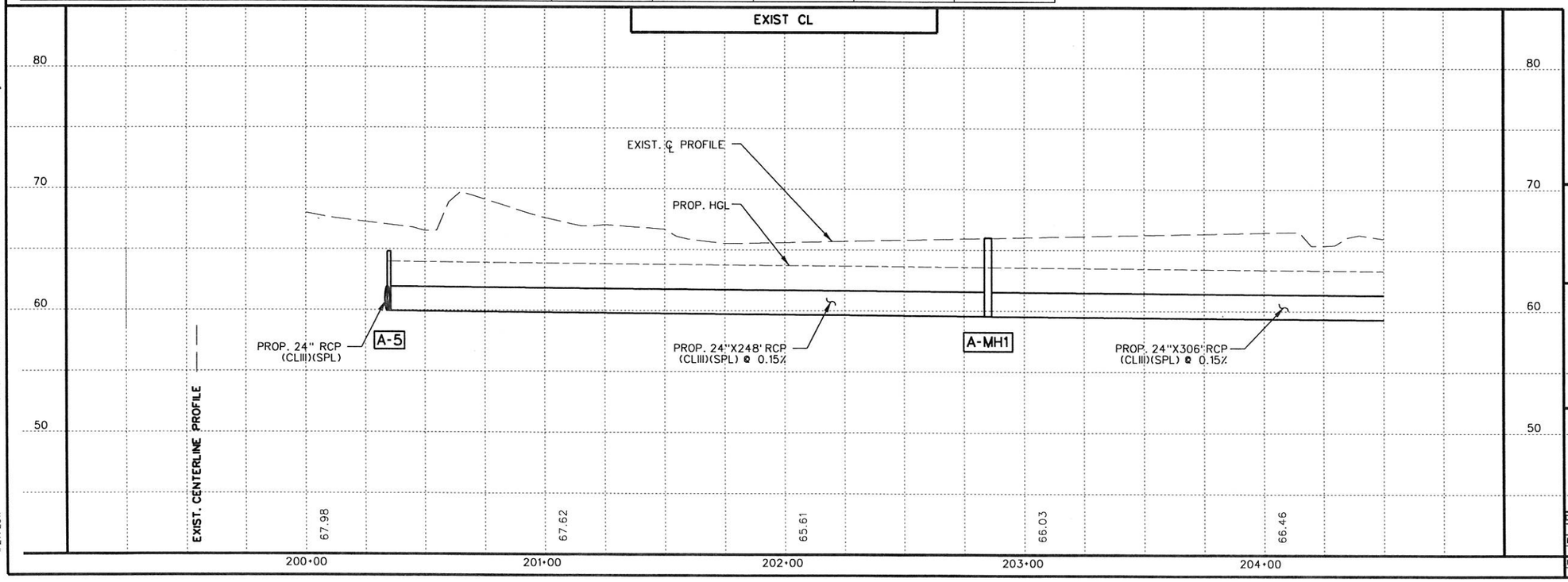

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SUNFLOWER ROAD UTILITIES AND DRAINAGE

SCALE:
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SHEET 4 OF 5

DRAWING:	FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:	6	TEXAS					Sunf.
ENGINEER:	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK:	PHR	HIDALGO	921	02			41
REVIEW:							
CK:							

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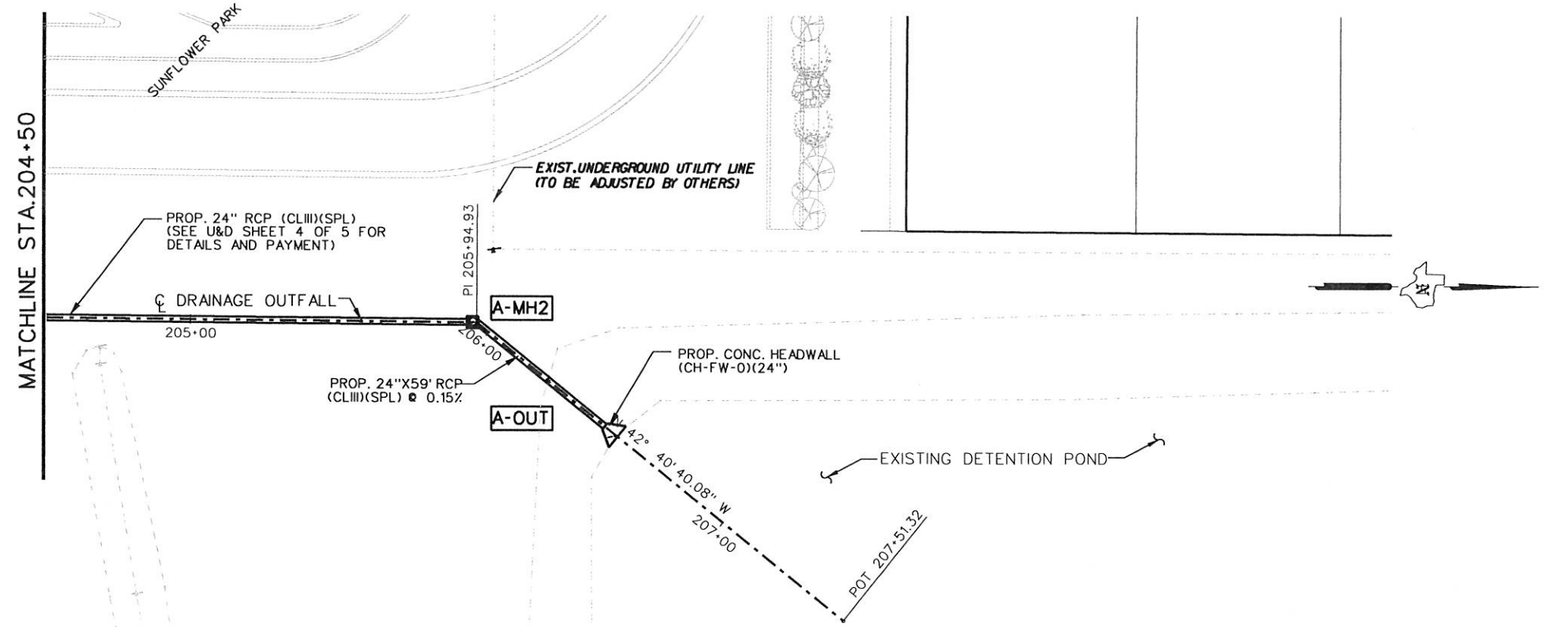

SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
400	STRUCT EXCAVATION (NON-PAY)	CY	72
400	STRUCT EXCAVATION (SPL)	CY	-
400	SAND BACKFILL	CY	24
400	CUT & RESTORE	SY	-
402	TRENCH EXCAVATION PROT.	LF	59
464	RCP (18")(CL III)(SPL)	LF	-
464	RCP (24")(CL III)(SPL)	LF	59
465	INLET (COMPL)(PSL)(RC)(3x3)	EA	1
466	HEADWALL (CH-FW-0)(24")	EA	1

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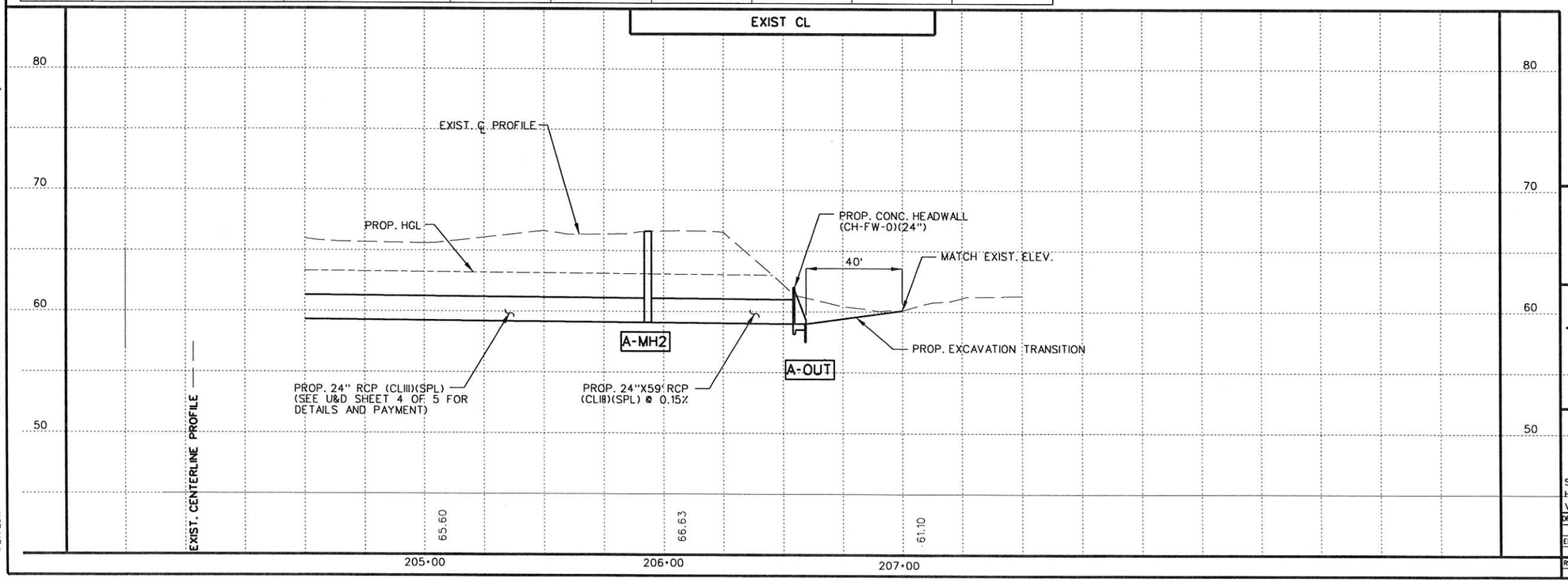
A-MH2	PSL RC 3x3	205+93.50	66.60	59.09		59.09	59.09	
A-OUT	OUTLET	111+38.50		59.00		59.00		



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SUNFLOWER ROAD UTILITIES AND DRAINAGE

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SHEET 5 OF 5

DRAWING:	FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:	6	TEXAS					Sunf.
ENGINEER:	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK:	PHR	HIDALGO	921	02			42
REVIEW:							
CK:							

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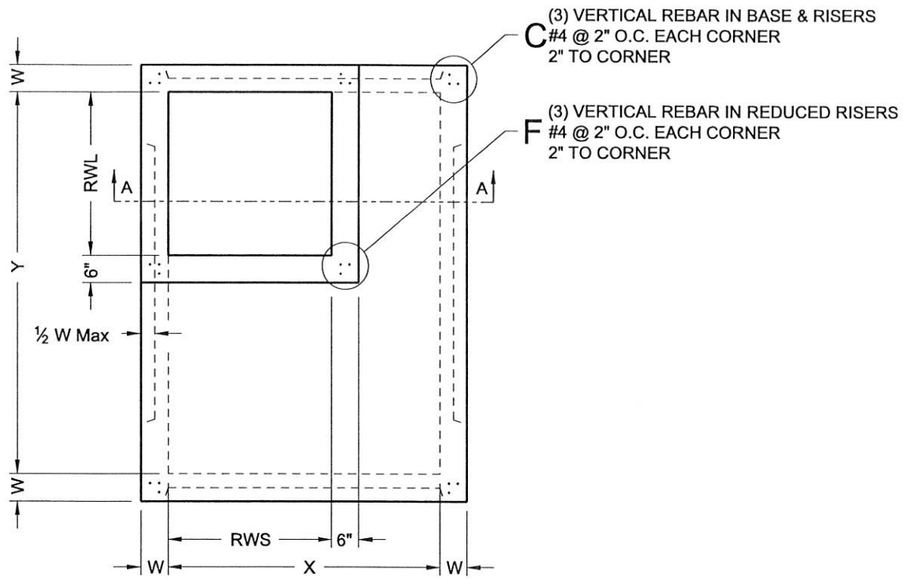
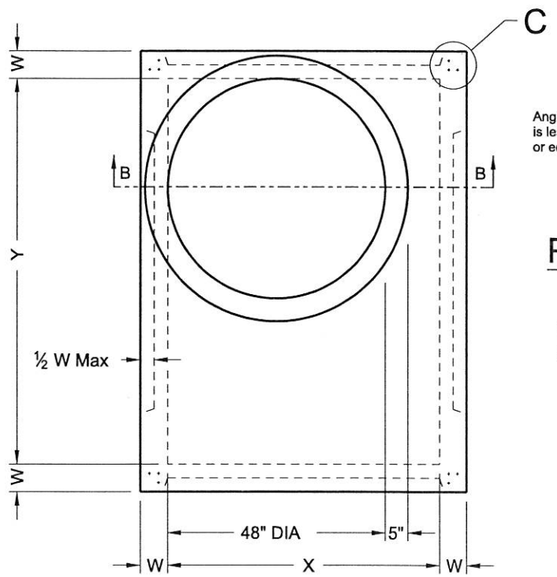


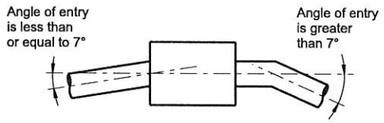
PLAN VIEW "A"

SQUARE REDUCED RISER OPTION



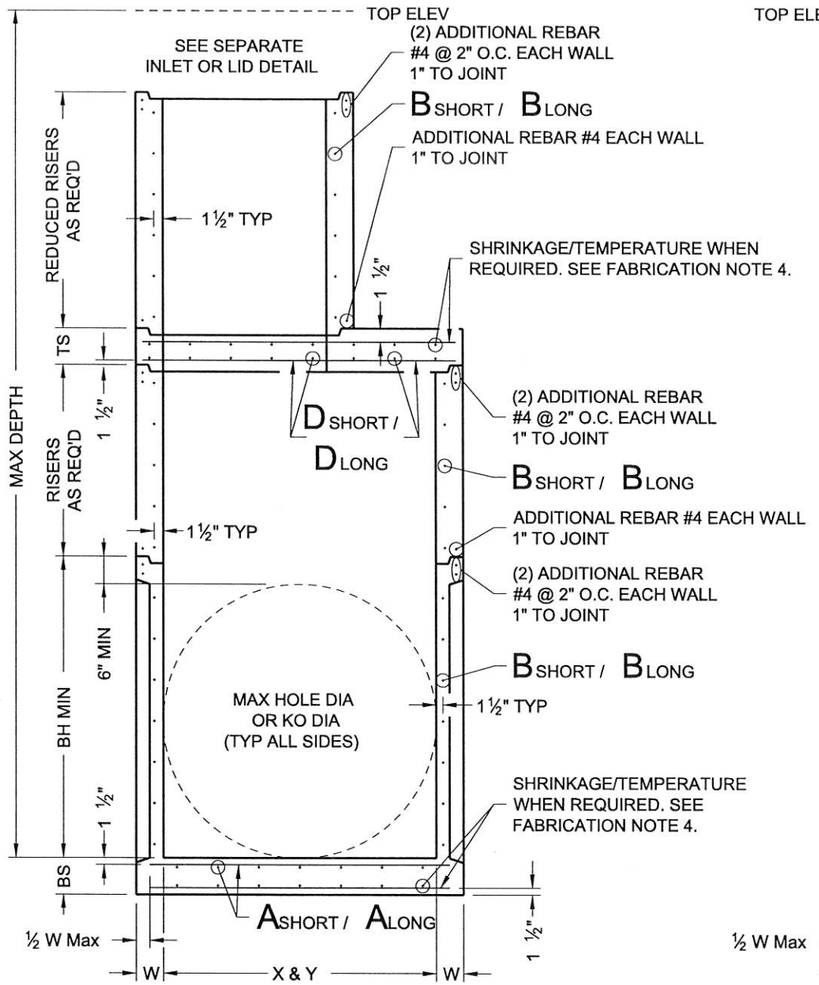
PLAN VIEW "B"

ROUND REDUCED RISER OPTION



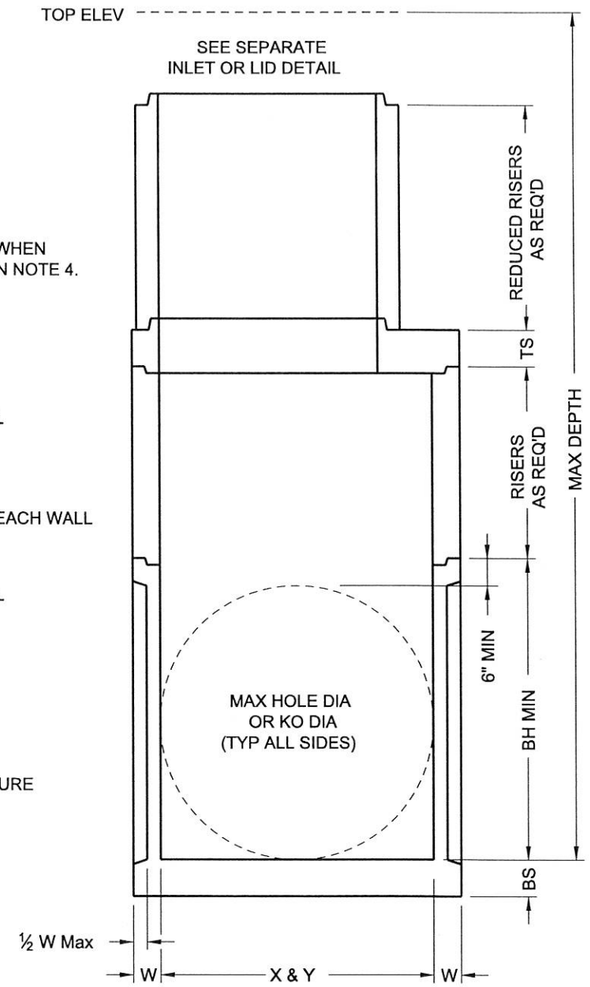
PIPE CONNECTION DETAIL

Connect pipes within 7° of normal to PB wall.
If necessary, use pipe elbow or curved
approach alignment to stay within this limit.



SECTION A-A

SQUARE REDUCED RISER OPTION



SECTION B-B

ROUND REDUCED RISER OPTION

FABRICATION NOTES:

1. Provide Class "H" concrete in accordance with Item 421 and having a minimum compressive strength of 5,000 psi.
2. Provide Grade 60 reinforcing steel or equivalent area of WWR.
3. Provide typical clear cover of 1 ½" to reinforcing steel at interior or exterior walls.
4. Walls or slabs with a thickness of 8" or greater require shrinkage and temperature reinforcing steel. Provide steel area = 0.11 in²/ft each way.
5. No substitution is allowed for vertical and horizontal #4 bars in corners.
6. Manufacture base and risers to nearest 3" increment.
7. Design tongue and groove joints for full closure on both shoulders. Minimum spigot depth is ¾".
8. Provide lifting devices in conformance with Manufacturer's recommendations.
9. See sheet PDD for sizes, dimensions, and reinforcing steel not shown.

INSTALLATION NOTES:

1. Inverts (benching) to be provided by Contractor. Concrete or mortar used for invert is subsidiary to specified inlet or manhole.
2. Seal tongue and groove joints with preformed or bulk mastic in conformance with Manufacturer's recommendations. Tongue and groove joints may be grouted no more than 1" between each section, or ½ the joint depth, whichever is greater.
3. Do not grout rubber gasket joints without Manufacturer's recommendation.
4. For rigid pipe, cut hole in thin wall panel (KO) 4" Max, 2" Min larger than pipe OD.
5. For flexible pipe, consult boot/seal Manufacturer's specification for placement tolerance and hole size. Center pipe in hole and install boot/seal per Manufacturer's specification.

GENERAL NOTES:

1. Precast Base consists of base slab, base unit, risers (as required), reducing slab (as required), and reduced risers (as required). See sheet PDD for sizes.
2. Designed according to ASTM C913.
3. Payment for precast base is subsidiary to the specified inlet, per Item 465, "Junction Boxes, Manholes, and Inlets."

Cover dimensions are clear dimensions, unless noted otherwise.

HL93 LOADING

Texas Department of Transportation

Bridge Division Standard

PRECAST BASE

PB

FILE: prestd01.dgn	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
©TxDOT January 2015	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	02		
	DIST	COUNTY		SHEET NO.
	PHR	HIDALGO		43

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	Size	MAX DEPTH = 15 ft. to top of BASE SLAB										MAX DEPTH = 25 ft. to top of BASE SLAB										Min Height (See Gen Note 3)	Max HOLE DIA (See Fab Note 2)	Max KO DIA (See Fab Note 2)
		Base Slab			Base Unit or Riser Walls			Below Grade Slab (w/PJB) Reducing Slab (w/PB)				Base Slab			Base Unit or Riser Walls			Below Grade Slab (w/PJB) Reducing Slab (w/PB)						
		Short Span Reinf Steel Area	Long Span Reinf Steel Area	Thickness	Short Span Reinf Steel Area	Long Span Reinf Steel Area	Thickness	Reduced Riser Size	Short Span Reinf Steel Area	Long Span Reinf Steel Area	Thickness	Short Span Reinf Steel Area	Long Span Reinf Steel Area	Thickness	Short Span Reinf Steel Area	Long Span Reinf Steel Area	Thickness	Reduced Riser Size	Short Span Reinf Steel Area	Long Span Reinf Steel Area	Thickness			
	X x Y	Ashort	Along	BS	Bshort	Blong	W	RWSxRWL or ID	Dshort	Dlong	TS	Ashort	Along	BS	Bshort	Blong	W	RWSxRWL or ID	Dshort	Dlong	TS	BH MIN	HOLE DIA	KO DIA
	ft.	in²/ft	in²/ft	in.	in²/ft	in²/ft	in.	ft. **	in²/ft	in²/ft	in.	in²/ft	in²/ft	in.	in²/ft	in²/ft	in.	ft. **	in²/ft	in²/ft	in.	ft.	in.	in.
Precast Junction Box (PJB)	3x3	0.23	0.23	6	0.19	0.19	6	N/A	0.37	0.37	9	0.29	0.29	6	0.24	0.24	6	N/A	0.37	0.37	9	3.5	36	36
	4x4	0.29	0.29	6	0.24	0.24	6	N/A	0.41	0.41	9	0.47	0.47	6	0.38	0.38	6	N/A	0.41	0.41	9	4.5	48	48
	3x5	0.29	0.18	6	0.19	0.35	6	N/A	0.48	0.48	9	0.39	0.18	6	0.23	0.59	6	N/A	0.48	0.48	9	3.5	36/60	36/60
	4x5	0.36	0.18	6	0.22	0.34	6	N/A	0.42	0.42	9	0.53	0.26	6	0.39	0.59	6	N/A	0.42	0.42	9	4.5	48/60	48/60
	5x5	0.36	0.36	6	0.34	0.34	6	N/A	0.43	0.43	9	0.62	0.62	6	0.59	0.59	6	N/A	0.43	0.43	9	5.5	60	60
	5x6	0.27	0.27	9	0.34	0.45	6	N/A	0.48	0.48	9	0.47	0.45	9	0.38	0.54	8	N/A	0.48	0.48	9	5.5	60/72	60/72
	6x6	0.27	0.27	9	0.45	0.45	6	N/A	0.56	0.56	9	0.52	0.52	9	0.54	0.54	8	N/A	0.56	0.56	9	6.5	72	72
	8x8	0.46	0.46	9	0.51	0.51	8	N/A	0.45	0.45	12	0.87	0.87	9	0.59	0.59	10	N/A	0.45	0.45	12	8.5	96	72
Precast Base (PB)	3x3	0.23	0.23	6	0.19	0.19	6	N/A	N/A	N/A	N/A	0.29	0.29	6	0.24	0.24	6	N/A	N/A	N/A	N/A	3.5	36	36
	4x4	0.29	0.29	6	0.24	0.24	6	N/A	N/A	N/A	N/A	0.47	0.47	6	0.38	0.38	6	N/A	N/A	N/A	N/A	4.5	48	48
	3x5	0.29	0.18	6	0.19	0.35	6	3x3	0.30	0.34	9	0.39	0.18	6	0.23	0.59	6	3x3	0.40	0.40	9	3.5	36/60	36/60
	4x5	0.36	0.18	6	0.22	0.34	6	3x3	0.30	0.30	9	0.53	0.26	6	0.39	0.59	6	3x3	0.46	0.37	9	4.5	48/60	48/60
	4x5	0.36	0.18	6	0.22	0.34	6	4x4	0.30	0.30	9	0.53	0.26	6	0.39	0.59	6	4x4	0.39	0.39	9	4.5	48/60	48/60
	4x5	0.36	0.18	6	0.22	0.34	6	48"	0.39	0.39	9	0.53	0.26	6	0.39	0.59	6	48"	0.47	0.47	9	4.5	48/60	48/60
	4x5	0.36	0.18	6	0.22	0.34	6	3x5	0.33	0.40	9	0.53	0.26	6	0.39	0.59	6	3x5	0.48	0.48	9	4.5	48/60	48/60
	5x5	0.36	0.36	6	0.34	0.34	6	3x3	0.34	0.34	9	0.62	0.62	6	0.59	0.59	6	3x3	0.53	0.53	9	5.5	60	60
	5x5	0.36	0.36	6	0.34	0.34	6	4x4	0.36	0.36	9	0.62	0.62	6	0.59	0.59	6	4x4	0.64	0.64	9	5.5	60	60
	5x5	0.38	0.38	6	0.34	0.34	6	48"	0.36	0.36	9	0.62	0.62	6	0.59	0.59	6	48"	0.64	0.64	9	5.5	60	60
	5x5	0.36	0.36	6	0.34	0.34	6	3x5	0.34	0.40	9	0.62	0.62	6	0.59	0.59	6	3x5	0.53	0.53	9	5.5	60	60
	5x6	0.31	0.31	9	0.34	0.45	6	3x3	0.34	0.34	9	0.47	0.45	9	0.38	0.54	8	3x3	0.61	0.50	9	5.5	60/72	60/72
	5x6	0.27	0.27	9	0.34	0.45	6	4x4	0.36	0.45	9	0.47	0.45	9	0.38	0.54	8	4x4	0.74	0.57	9	5.5	60/72	60/72
	5x6	0.29	0.29	9	0.34	0.45	6	48"	0.36	0.45	9	0.47	0.45	9	0.38	0.54	8	48"	0.74	0.57	9	5.5	60/72	60/72
	5x6	0.29	0.29	9	0.34	0.45	6	3x5	0.45	0.45	9	0.47	0.45	9	0.38	0.54	8	3x5	0.61	0.61	9	5.5	60/72	60/72
	6x6	0.29	0.29	9	0.45	0.45	6	3x3	0.41	0.41	9	0.52	0.52	9	0.54	0.54	8	3x3	0.74	0.74	9	6.5	72	72
	6x6	0.27	0.27	9	0.45	0.45	6	4x4	0.45	0.45	9	0.52	0.52	9	0.54	0.54	8	4x4	0.87	0.87	9	6.5	72	72
	6x6	0.29	0.29	9	0.45	0.45	6	48"	0.45	0.45	9	0.52	0.52	9	0.54	0.54	8	48"	0.87	0.87	9	6.5	72	72
	6x6	0.29	0.29	9	0.45	0.45	6	3x5	0.45	0.45	9	0.52	0.52	9	0.54	0.54	8	3x5	0.87	0.87	9	6.5	72	72
	8x8	0.52	0.52	9	0.51	0.51	8	3x3	0.61	0.61	12	0.91	0.91	9	0.70	0.70	10	3x3	0.85	0.85	12	8.5	96	72
	8x8	0.52	0.52	9	0.51	0.51	8	4x4	0.70	0.70	12	0.87	0.87	9	0.70	0.70	10	4x4	1.01	1.01	12	8.5	96	72
	8x8	0.52	0.52	9	0.51	0.51	8	48"	0.70	0.70	12	0.87	0.87	9	0.70	0.70	10	48"	1.01	1.01	12	8.5	96	72
	8x8	0.52	0.52	9	0.51	0.51	8	3x5	0.70	0.85	12	0.87	0.87	9	0.70	0.70	10	3x5	1.01	1.01	12	8.5	96	72

** Unless otherwise indicated.

FABRICATION NOTES:
1. Maximum spacing of reinforcement is 8".
2. At manufacturer's option, provide cast or cored holes or thin wall panels (KO) to the maximum diameter shown for each. When no penetration is required, it is acceptable to provide a wall with no sectional reduction.

GENERAL NOTES:
1. Precast Junction Box consists of base slab, base unit, risers (as required), and below grade slab. See sheet PJB for details.
2. Precast Base consists of base slab, base unit, risers (as required), reducing slab (as required), and reduced risers (as required). See sheet PB for details.
3. Min Height shown is for stock base units. Use stock base units whenever practical. Smaller height base units can be used in special installation circumstances, when noted elsewhere in the plans. Absolute minimum height of base units is 2'-6".

HL93 LOADING

Texas Department of Transportation

Bridge Division Standard

DESIGN DATA FOR PRECAST BASE AND JUNCTION BOX

PDD

FILE: prestd10.dgn	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
©TxDOT January 2015	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
	PHR	HIDALGO		44

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DATE: 1/27/2017 5:50:58 PM
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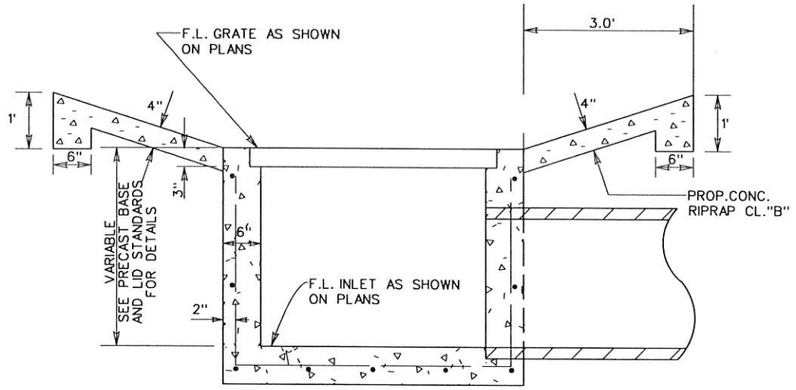
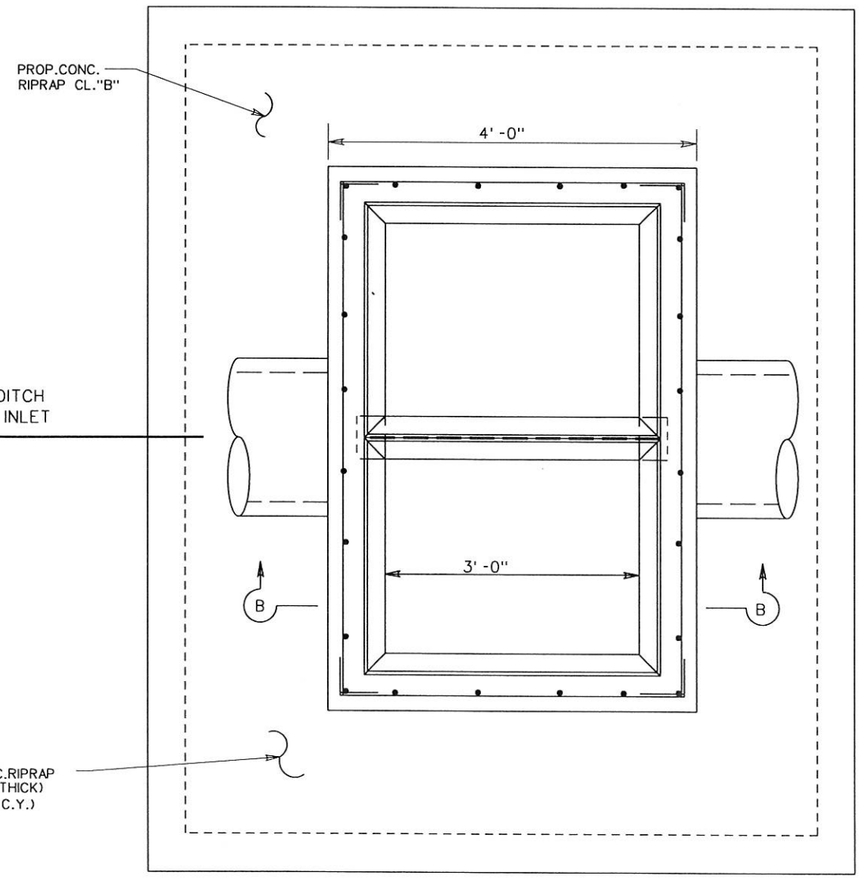


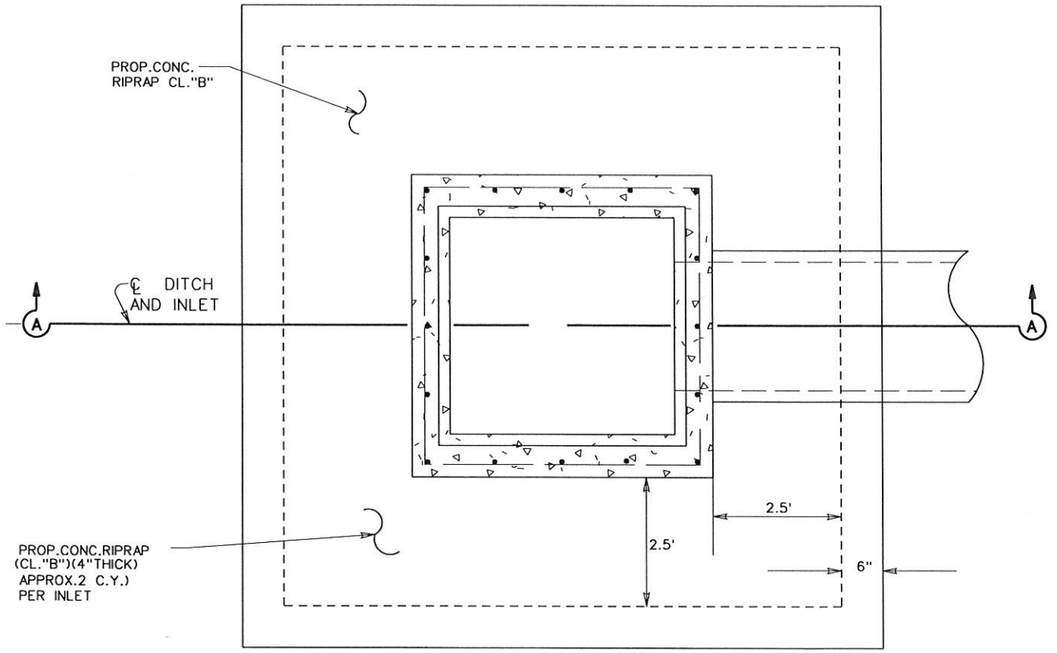
SECTION A-A

1-3'X3' GRATE INLET



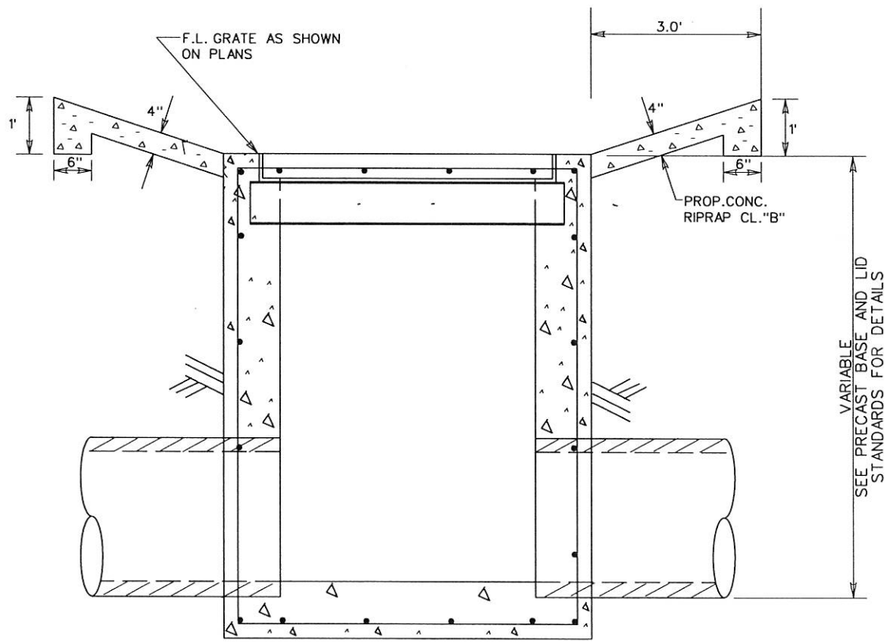
2-3'X3' GRATE INLETS

PLAN



TOP VIEW

1-3'X3' GRATE INLET



SEC. B-B

2-3'X3' GRATE INLETS

NOTE:
PROP. CONCRETE RIP-RAP SHALL INCLUDE WIRE REINFORCEMENT (6" X 6" W3 X W3 - NO. 6 GAUGE) WELDED WIRE FABRIC (SUBSIDIARY TO ITEM 432.)

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GRATE INLET RIPRAP DETAILS

FED.RD. DIV.NO.	FILE NO.	PROJECT NO.				SHEET NO.
6						45
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21	HIDALGO				

FILE: M:\Chris\Precinct 4\Sunflower\10 STANDARDS\05 DRAINAGE\inletc&ccdet.dgn
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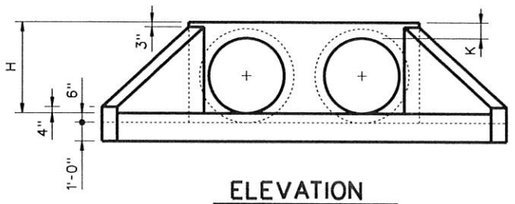
DATE:
FILE:

TABLE OF VARIABLE DIMENSIONS AND QUANTITIES FOR ONE HEADWALL (4)

SLOPE	DIA OF PIPE,D	Values for one Pipe W	X	Y	L	Reinf (Lbs)	Conc (CY) (1)	Values to be added for each addt'l Pipe X and W	Reinf (Lbs)	Conc (CY) (1)
2:1	12"	4'- 7 1/2"	2'- 6	2'- 10"	3'-8 1/2			20		
	15"	5'- 5 3/4"	2'- 9 1/2	3'- 4"	3'-9 1/2			22		
	18"	6'- 4 1/4"	3'- 1"	3'- 10"	12 4'-0			32		
	21"	7'- 2 3/4"	3'- 4 1/2	4'- 4"	13 5'- 1		43	0.4 3'- 1"		
	24"	8'- 2 1/2"	3'- 9 1/2	4'- 10"	15 8'- 1			50		
	27"	9'- 1"	4'- 1"	5'- 4"	17 6'- 2			56		
	30"	9'-11 1/2"	4'- 4 1/2	5'- 10"	6'-9			63		
	33"	10'-10"	4'- 8"	6'- 4"	7'-2			74		
	36"	11'- 8 1/4"	4'-11 1/2"	6'- 10"	7'-2			81		
	42"	13'- 5 1/4"	5'- 6 1/2"	7'- 10"	9'-2			95		
	48"	15'- 9"	6'- 1 1/2"	9'- 4"	10'-3			116		
	54"	17'- 5 3/4"	6'- 8 1/2	10'- 4"	11'-4			157		
	60"	19'- 2 3/4"	7'- 3 1/2	11'- 4"	4			174		
	66"	20'-11 1/2"	7'-10 1/2	12'- 4"	5			198		
	72"	22'- 8 1/2"	8'- 5 1/2	13'- 4"	15'-5		213	3.39'- 4"		
3:1	12"	6'- 3"	2'- 6	4'- 3"	1			22		
	15"	7'- 5"	2'- 9 1/2	5'- 0"	5		28	0.3 2'- 2"		
	18"	8'- 6 3/4"	3'- 1"	5'- 9"	6			37		
	21"	9'- 8 3/4"	3'- 4 1/2	6'- 6"	18			48		
	24"	11'- 0"	3'- 9 1/2	7'- 3"	8'-2			58		
	27"	12'- 2"	4'- 1"	8'- 0"	9'-2			67		
	30"	13'- 4"	4'- 4 1/2	8'- 9"	10'-2			77		
	33"	14'- 5 3/4"	4'- 8"	9'- 6"	10'-3		84	1.2 4'- 8"		
	36"	15'- 7 3/4"	4'-11 1/2	10'- 3"	3			96		
	42"	17'-11 1/2"	5'- 6 1/2	11'- 9"	13'-4			119		
	48"	21'- 1 3/4"	6'- 1 1/2	14'- 0"	5		146	2.36'- 7"		
	54"	23'- 5 1/2"	6'- 8 1/2	15'- 6"	17'-6			186		
	60"	25'- 9 1/4"	7'- 3 1/2	17'- 0"	19'-7			219		
	66"	28'- 1"	7'-10 1/2	18'- 6"	21'-7		242	3.98'- 9"		
	72"	30'- 4 3/4"	8'- 5 1/2	20'- 0"	23'-9			273		
4:1	12"	7'-10 3/4"	2'- 6	5'- 4"	6'-1		24	0.3 1'- 9"		
	15"	9'- 4"	2'- 9 1/2	6'- 8"	7'-7			32		
	18"	10'- 9 1/2"	3'- 1	7'- 8"	8'-2			42		
	21"	12'- 2 3/4"	3'- 4 1/2	8'- 8"	2			53		
	24"	13'- 9 1/2"	3'- 9 1/2	9'- 8"	2			67		
	27"	15'- 3"	4'- 1	10'- 8"	12'-3			79		
	30"	16'- 8 1/4"	4'- 4 1/2	11'- 8"	13'-3			89		
	33"	18'- 1 3/4"	4'- 8	12'- 8"	14'-4			101		
	36"	19'- 7"	4'-11 1/2	13'- 8"	15'-4		115	1.7 5'- 1"		
	42"	22'- 5 3/4"	5'- 6 1/2	15'- 8"	5			145		
	48"	26'- 6 1/4"	6'- 1 1/2	18'- 8"	21'-7			175		
	54"	29'- 5"	6'- 8 1/2	20'- 8"	23'-8			227		
	60"	32'- 3 3/4"	7'- 3 1/2	22'- 8"	9			268		
	66"	35'- 2 1/2"	7'-10 1/2	24'- 8"	28			300		
	72"	38'- 1 1/4"	8'- 5 1/2	26'- 8"	30			339		
6:1	12"	11'- 2"	2'- 6	8'- 6"	9			28		
	15"	13'- 2 1/4"	2'- 9 1/2	10'- 0"	11'-2			37		
	18"	15'- 2 1/2"	3'- 1	11'- 6"	13			50		
	21"	17'- 2 3/4"	3'- 4 1/2	13'- 0"	15'-3			69		
	24"	19'- 4 1/2"	3'- 9 1/2	14'- 6"	4			83		
	27"	21'- 4 3/4"	4'- 1	16'- 0"	18'-5			98		
	30"	23'- 5 1/4"	4'- 4 1/2	17'- 6"	20'-5			118		
	33"	25'- 5 1/2"	4'- 8	19'- 0"	21'-6			127		
	36"	27'- 5 3/4"	4'-11 1/2	20'- 6"	2			145		
	42"	31'- 6 1/4"	5'- 6 1/2	23'- 6"	27'-9			179		
	48"	37'- 3 1/2"	6'- 1 1/2	28'- 0"	11			231		
	54"	41'- 4 1/4"	6'- 8 1/2	31'- 0"	35'-4			300		
	60"	45'- 4 3/4"	7'- 3 1/2	34'- 0"	16			353		



ELEVATION

Showing dimensions

(1) Quantities shown are for concrete pipe and will increase slightly for metal pipe installations.

(2) For vehicle safety, curbs shall project no more than 3" above finished grade. Curb heights shall be reduced, if necessary, to meet these requirements. No changes will be made in quantities and no additional compensation will be allowed for this work.

(3) Provide a 1'-0" footing as shown where required to maintain 4" Min cover for pipes.

(4) Quantities shown are for one structure end only (one headwall).

(5) Min Length = 6" + 3" x $\left(\frac{12 \times H - 7}{12 \times L}\right)$

Max Length = 12 x H + 3" x $\left(\frac{12 \times H - 7}{12 \times L}\right)$ - 1"

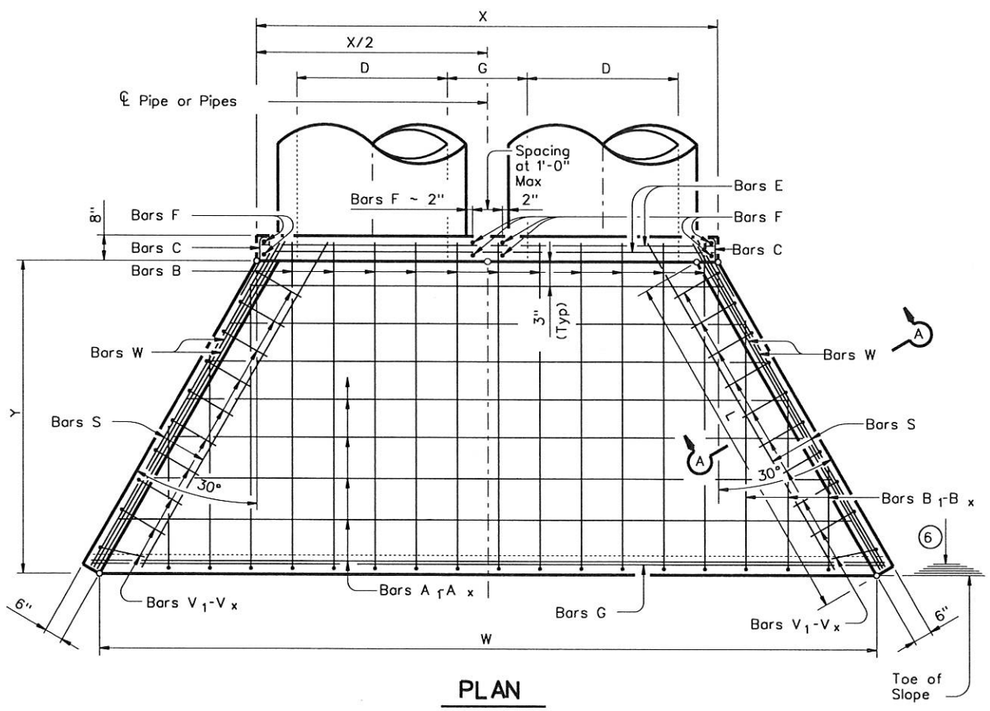
(6) Lengths of wings based on SL:1 Slope along this line.

TABLE OF REINFORCING STEEL (4)

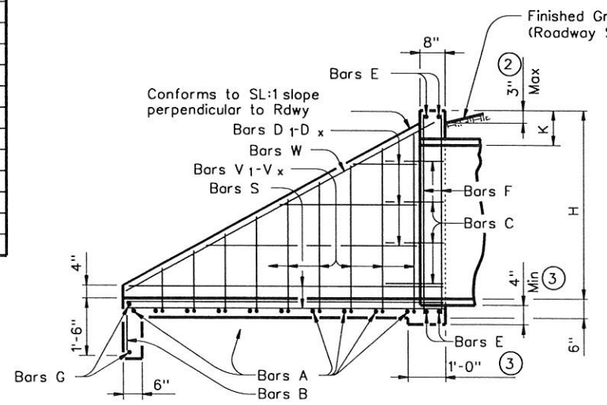
Bar	Size	Spa	No.
A	# 4	1'-0"	~
B	# 3	1'-6"	~
C	# 4	1'-0"	~
D	# 3	1'-0"	~
E	# 5	~	4
F	# 5	~	~
G	# 3	~	2
S	# 4	~	6
V	# 4	1'-0"	~
W	# 5	~	4

TABLE OF CONSTANT DIMENSIONS

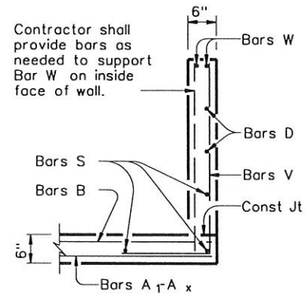
DIA OF PIPE,D	G	K	H
12"	9"	1'- 0"	2'- 0"
15"	11"	1'- 0"	2'- 3"
18"	1'- 2"	1'- 0"	2'- 6"
21"	1'- 4"	1'- 0"	2'- 9"
24"	1'- 7"	1'- 0"	3'- 0"
27"	1'- 8"	1'- 0"	3'- 3"
30"	1'-10"	1'- 0"	3'- 6"
33"	1'-11"	1'- 0"	3'- 9"
36"	2'- 1"	1'- 0"	4'- 0"
42"	2'- 4"	1'- 0"	4'- 6"
48"	2'- 7"	1'- 3"	5'- 3"
54"	3'- 0"	1'- 3"	5'- 9"
60"	3'- 3"	1'- 3"	6'- 3"
66"	3'- 3"	1'- 3"	6'- 9"
72"	3'- 4"	1'- 3"	7'- 3"



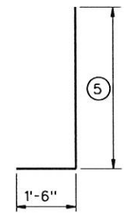
PLAN



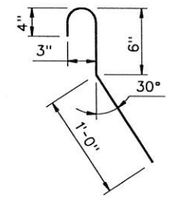
TYPICAL WING ELEVATION



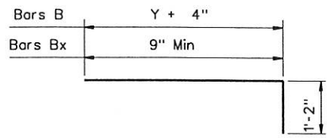
SECTION A-A



BARS V



BARS C
(2'-0" long)



BARS B & B1-Bx

GENERAL NOTES:

Designed according to AASHTO LRFD Specifications.

Reinforcing steel shall be placed with the center of the outside layer of bars 2" from the surface of the concrete.

All reinforcing steel shall be Grade 60.

All concrete shall be Class "C" and shall have a minimum compressive strength of 3600 psi.

No bridge rails of any type may be mounted directly to these culvert headwalls.

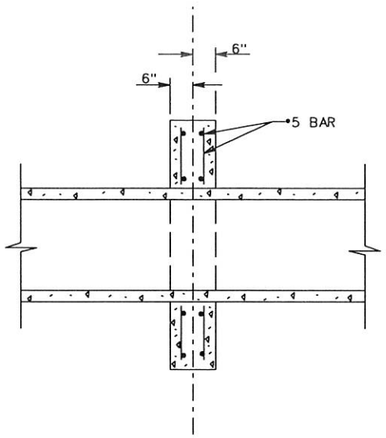
Texas Department of Transportation

Bridge Division Standard

CONCRETE HEADWALLS WITH FLARED WINGS FOR 0° SKEW PIPE CULVERTS

CH-FW-0

FILE: chfw00se.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: GAF
©TxDOT February 2010	CONT	SECT	JOB	HIGHWAY
REVISIONS	DIST	COUNTY		SHEET NO.
				46



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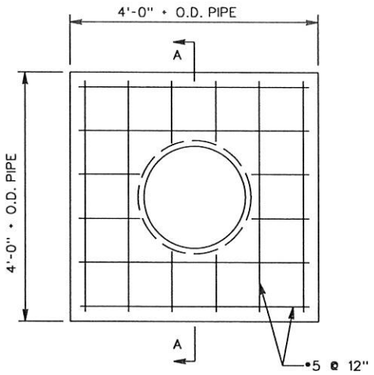
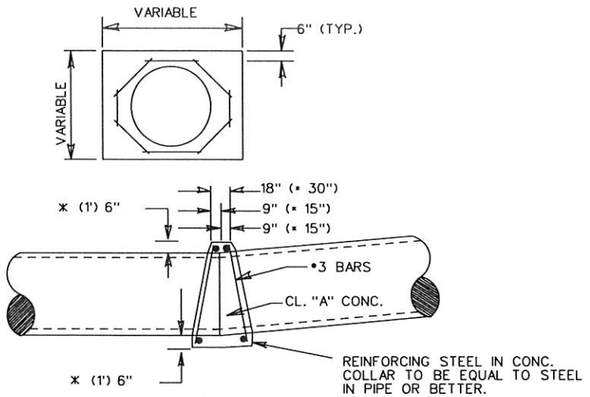


FRONT ELEVATION

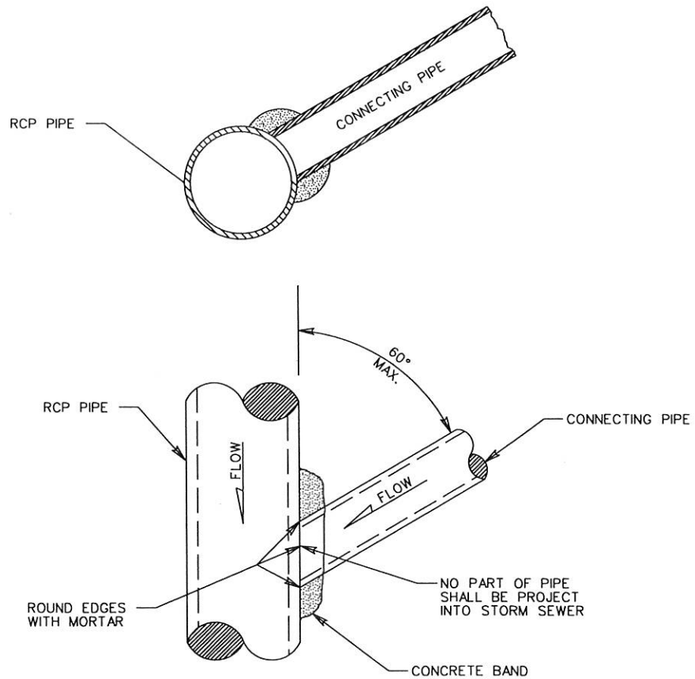
CONCRETE PIPE COLLAR



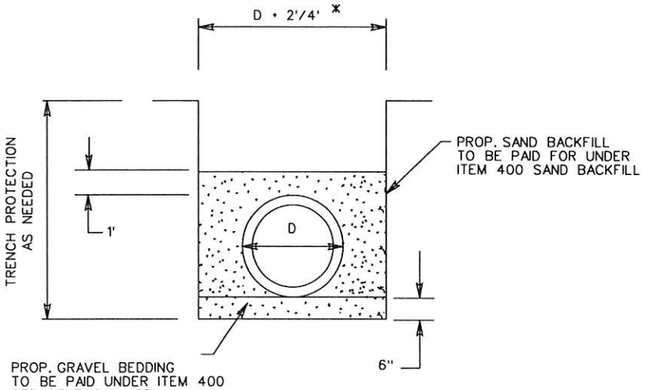
DETAIL FOR CONC. COLLARS DRAINAGE STRUCTURES AND PIPE SIPHONS (HORIZ. & VERT. BENDS)

NOTE: PROP. CONC. COLLAR WILL NOT BE PAID FOR DIRECTLY BUT WILL BE SUBSIDIARY TO THE BIDS ITEMS INVOLVED.

* FOR 42" DIAMETER AND LARGER PIPE

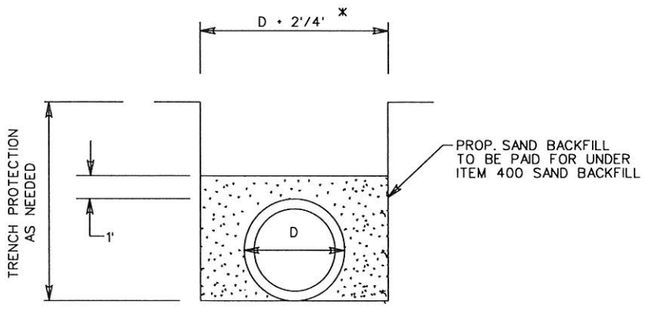


TYPICAL REINFORCED CONC. PIPE CONNECTION WITHOUT MANHOLE



* FOR PIPE 42" DIAMETER OR LESS PLACE 1'OF FILL ON EACH SIDE OF THE PIPE.
FOR PIPE LARGER THAN 42" DIAMETER PLACE 2' OF FILL ON EACH SIDE OF THE PIPE.

SPIRAL RIB CMP
TYPICAL BACKFILL DETAIL GRAVEL & SAND



* FOR PIPE 42" DIAMETER OR LESS PLACE 1'OF FILL ON EACH SIDE OF THE PIPE.
FOR PIPE LARGER THAN 42" DIAMETER PLACE 2' OF FILL ON EACH SIDE OF THE PIPE.

REINFORCED CONCRETE PIPE
TYPICAL BACKFILL DETAIL-SAND

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PHARR DISTRICT STANDARD

TEXAS DEPARTMENT OF TRANSPORTATION

MISCELLANEOUS PIPE DETAILS

REV. 8/14

COLLAR.DGN

FED.RD. DIV.NO.	STATE AID PROJECT NO.		FILE NO.			SHEET NO.
6						47
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TX	21	HIDALGO	921	02		Sunf.

FILE: M:\Chris\Precinct 4\Sunflower\10 STANDARDS\05 DRAINAGE\COLLAR.dgn
DATE: 1/27/2017 5:56:29 PM

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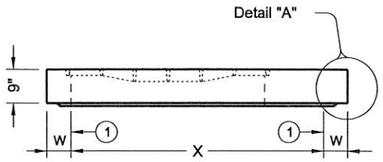
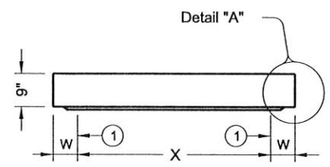
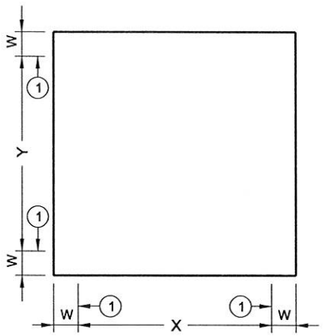
DATE:
FILE:



STYLE 'FG'



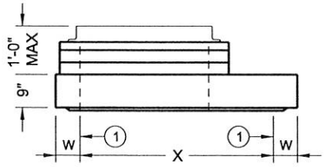
ELEVATION VIEW



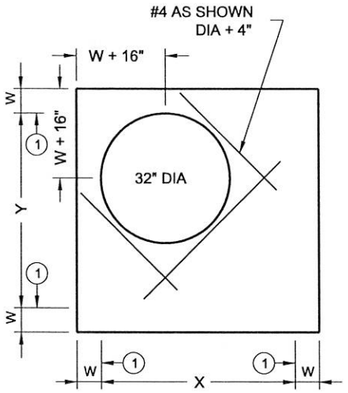
PLAN VIEW

NO OPENINGS

STYLE 'SL'



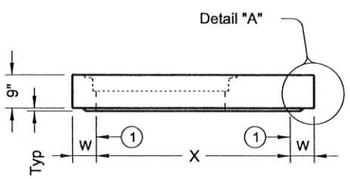
ELEVATION VIEW



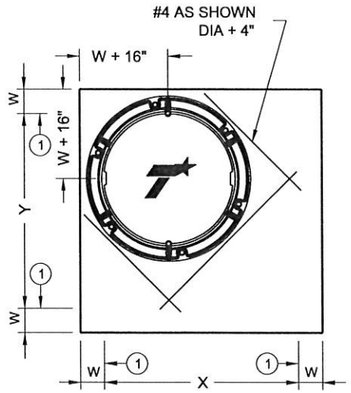
PLAN VIEW

SHIP LOOSE RING & COVER

STYLE 'RH'



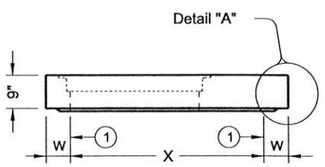
ELEVATION VIEW



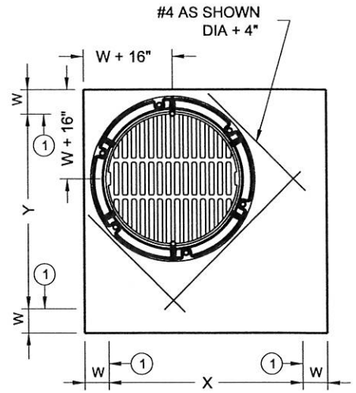
PLAN VIEW

32" DIA CAST-IN RING & COVER

STYLE 'RC'



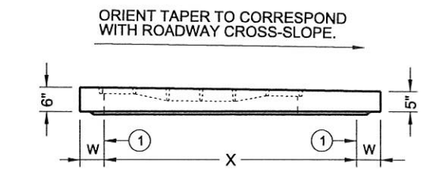
ELEVATION VIEW



PLAN VIEW

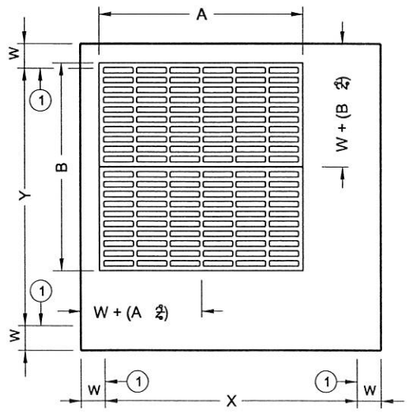
32" DIA CAST-IN RING & GRATE

STYLE 'RG'



STYLE 'SFG'

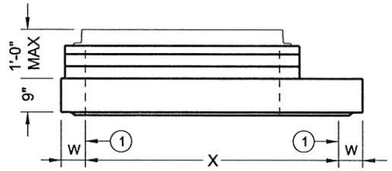
ELEVATION VIEW



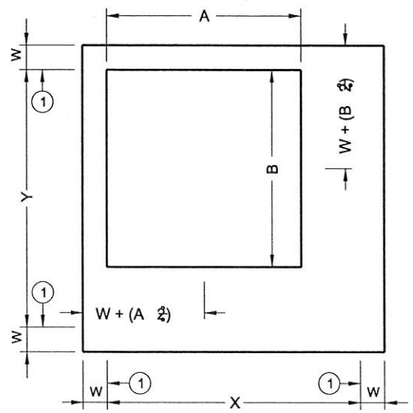
PLAN VIEW

CAST-IN FRAME & GRATE

STYLES 'FG' & 'SFG'



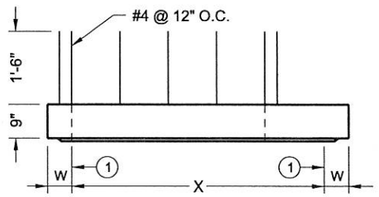
ELEVATION VIEW



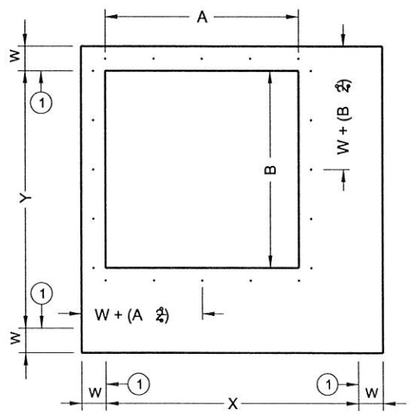
PLAN VIEW

SHIP LOOSE FRAME & GRATE

STYLE 'SH'



ELEVATION VIEW



PLAN VIEW

EXPOSED REBAR

STYLE 'S1'

(1) Matches inside face of wall of precast base or riser below inlet.

HL93 LOADING SHEET 1 OF 2

Texas Department of Transportation | Bridge Division Standard

PRECAST SLAB LID

PSL

FILE: prestd05.dgn	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
©TxDOT January 2015	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
	PHR	HIDALGO		48

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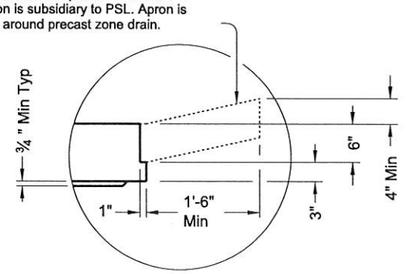
DATE:
FILE:

Style	Size (X x Y)	W (2)	A x B (nominal)	Short Span Reinf Steel Area	Long Span Reinf Steel Area
SL	3'x3'	6"	n/a	0.37 in□/ft	0.37 in□/ft
RH,RC,RG,SH,S1,FG	3'x3'	6"	3'x3' or 32" Dia	0.37 in□/ft	0.37 in□/ft
SFG	3'x3'	6"	3'x3'	0.32 in□/ft	0.32 in□/ft
SL	4'x4'	6"	n/a	0.34 in□/ft	0.34 in□/ft
RH,RC,RG,SH,S1,FG	4'x4'	6"	3'x3' or 32" Dia	0.41 in□/ft	0.41 in□/ft
SH,S1,FG	4'x4'	6"	4'x4'	0.41 in□/ft	0.41 in□/ft
SFG	4'x4'	6"	4'x4'	0.32 in□/ft	0.32 in□/ft
SL	3'x5'	6"	n/a	0.39 in□/ft	0.39 in□/ft
RH,RC,RG,SH,S1,FG	3'x5'	6"	3'x3' or 32" Dia	0.48 in□/ft	0.48 in□/ft
SH,S1,FG	3'x5'	6"	3'x5'	0.48 in□/ft	0.48 in□/ft
SFG	3'x5'	6"	3'x5'	0.32 in□/ft	0.32 in□/ft
SL	4'x5'	6"	n/a	0.42 in□/ft	0.42 in□/ft
RH,RC,RG,SH,S1,FG	4'x5'	6"	3'x3' or 32" Dia	0.42 in□/ft	0.42 in□/ft
SH,S1,FG	4'x5'	6"	4'x4'	0.63 in□/ft	0.63 in□/ft
SH,S1,FG	4'x5'	6"	3'x5'	0.66 in□/ft	0.66 in□/ft
SL	5'x5'	6"	n/a	0.36 in□/ft	0.36 in□/ft
RH,RC,RG,SH,S1,FG	5'x5'	6"	3'x3' or 32" Dia	0.43 in□/ft	0.43 in□/ft
SH,S1,FG	5'x5'	6"	4'x4'	0.63 in□/ft	0.63 in□/ft
SH,S1,FG	5'x5'	6"	3'x5'	0.63 in□/ft	0.63 in□/ft
SL	5'x6'	6"/8"	n/a	0.48 in□/ft	0.48 in□/ft
RH,RC,RG,SH,S1,FG	5'x6'	6"/8"	3'x3' or 32" Dia	0.48 in□/ft	0.48 in□/ft
SH,S1,FG	5'x6'	6"/8"	4'x4'	0.60 in□/ft	0.60 in□/ft
SH,S1,FG	5'x6'	6"/8"	3'x5'	0.60 in□/ft	0.60 in□/ft
SL	6'x6'	6"/8"	n/a	0.43 in□/ft	0.43 in□/ft
RH,RC,RG,SH,S1,FG	6'x6'	6"/8"	3'x3' or 32" Dia	0.56 in□/ft	0.56 in□/ft
SH,S1,FG	6'x6'	6"/8"	4'x4'	0.56 in□/ft	0.56 in□/ft
SH,S1,FG	6'x6'	6"/8"	3'x5'	0.59 in□/ft	0.59 in□/ft
SL	8'x8'	8"/10"	n/a	0.45 in□/ft	0.45 in□/ft
RH,RC,RG,SH,S1,FG	8'x8'	8"/10"	3'x3' or 32" Dia	0.45 in□/ft	0.45 in□/ft
SH,S1,FG	8'x8'	8"/10"	4'x4'	0.45 in□/ft	0.45 in□/ft
SH,S1,FG	8'x8'	8"/10"	3'x5'	0.45 in□/ft	0.45 in□/ft

(2) See sheet PDD for corresponding wall thickness (W) of base unit or riser.

Construct cast-in-place reinforced concrete apron, when shown elsewhere in plans. Use Class "A" concrete. Apron is subsidiary to PSL. Apron is 1'-6" Min width around precast zone drain.



DETAIL "A"

(Reinforcing not shown for clarity)

When an apron is to be cast around PSL, use detail above to create an apron ledge on all 4 sides.

FABRICATION NOTES:

1. Locate penetration (Style 'RH'), ring and cover (Style 'RC'), ring and grate (Style 'RG'), and frame and grate (Style 'FG') in a corner. Only one penetration is allowed per slab lid.
2. Provide Class "H" concrete in accordance with Item 421 and having a minimum compressive strength of 5,000 psi.
3. Provide Grade 60 reinforcing steel or equivalent area of WWR.
4. Provide clear cover of ¾" to reinforcing from lower outside shoulder of slab for structural reinforcement, and 2" from top of slab for shrinkage and temperature reinforcement. Place short span reinforcing closest to surface.
5. Slabs with a thickness of 8" or greater require shrinkage and temperature reinforcing. Provide steel area = 0.11 in²/ft each way.
6. No substitution is allowed for diagonal #4 bars around openings.
7. Design tongue and groove joints for full closure on both shoulders. Minimum spigot depth is ¾".
8. Provide lifting devices in conformance with Manufacturer's recommendations.

INSTALLATION NOTES:

1. Precast slab lids are intended for direct traffic and may be placed in roadway.
2. Seal tongue and groove joints with preformed or bulk mastic in conformance with Manufacturer's recommendations. Tongue and groove joints may be grouted no more than 1" between each section, or ½ the joint depth, whichever is greater.
3. Do not grout rubber gasket joints without Manufacturer's recommendation.
4. Initial installation of grade adjustment rings for Styles 'RH' and 'SH' is limited to 1'-0" Max as shown.
5. Grade adjustment rings for Styles 'RH' and 'SH' may be increased to 2'-0" Max when future construction affects final grade of structure. Make adjustments greater than 2'-0" with additional risers. Adjustments can be made up to Max depth shown on sheet PDD. Structure must be evaluated if Max depth will be exceeded.
6. Orient long dimension of grate slots perpendicular to traffic, unless noted otherwise on plans

GENERAL NOTES:

1. Designed according to ASTM C913.
2. Payment for lid is per Item 465, "Junction Boxes, Manholes, and Inlets" by type, style, size, and opening size (when applicable).

Cover dimensions are clear dimensions, unless noted otherwise.

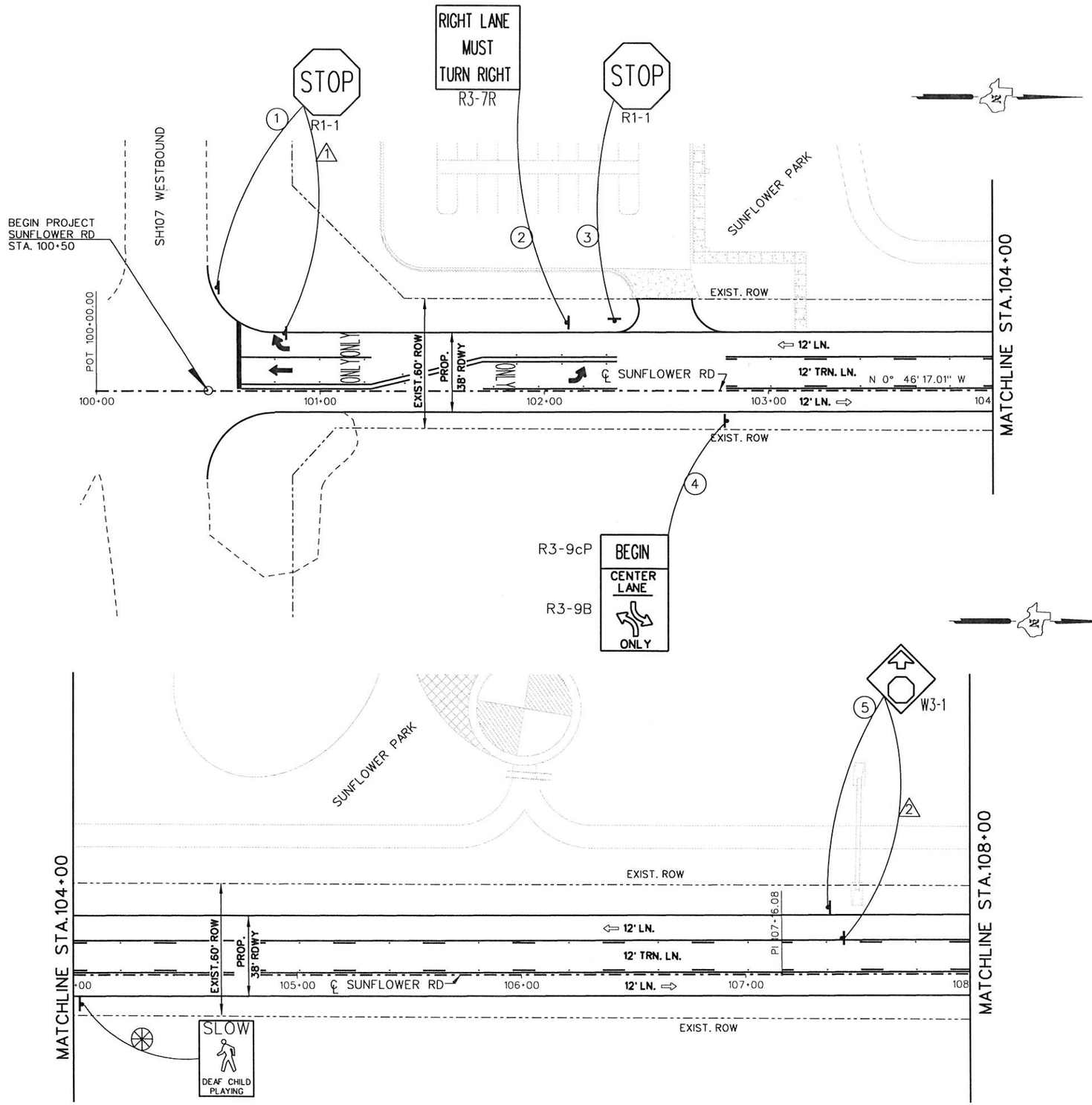
HL93 LOADING SHEET 2 OF 2

Texas Department of Transportation | Bridge Division Standard

PRECAST SLAB LID

PSL

FILE: prestd05.dgn	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
©TxDOT January 2015	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
	PHR	HIDALGO		49



LEGEND:

- SIGNS TO REMAIN IN PLACE
- SIGNS TO BE REMOVED (ITEM 644)
- SIGNS TO BE RELOCATED (ITEM 644)
- SIGNS TO BE INSTALLED (ITEM 644)
- SIGN/RDSD FLASHERS TO BE INSTALLED (ITEM 685)
- SIGN/RDSD FLASHERS TO BE RELOCATED (ITEM 685)
- SIGNS SYMBOL

GENERAL NOTES

1. ALL SIGNS IN WORKING AREAS DESIGNATED TO BE RELOCATED SHALL BE REMOVED AND STORED WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL MAKE THE PRECAUTIONARY MEASURES TO PREVENT DAMAGE DURING CONSTRUCTION. COORDINATE WITH THE PROJECT ENGINEER FOR STORAGE APPROVAL.
2. CONTRACTOR IS RESPONSIBLE FOR ALL SIGNS DAMAGED DURING CONSTRUCTION. THESE DAMAGED SIGNS WILL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
3. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO MAKE ANY ADJUSTMENTS, DUE TO CONFLICTS ON ANY SIGNS THAT ARE TO BE RELOCATED.

STATE OF TEXAS
JULIO CESAR CERDA
90524
LICENSED PROFESSIONAL ENGINEER

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER ROAD SIGNING LAYOUT

SHEET 1 OF 2

DRAWING:		FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:		6	TEXAS					Sunf.
ENGINEER:		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK:		PHR	HIDALGO	921	02			50
REVIEW:								
CK:								

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1/27/2017

LEGEND:

- SIGNS TO REMAIN IN PLACE
- SIGNS TO BE REMOVED (ITEM 644)
- SIGNS TO BE RELOCATED (ITEM 644)
- SIGNS TO BE INSTALLED (ITEM 644)
- SIGN/RDSD FLASHERS TO BE INSTALLED (ITEM 685)
- SIGN/RDSD FLASHERS TO BE RELOCATED (ITEM 685)
- SIGNS SYMBOL

GENERAL NOTES

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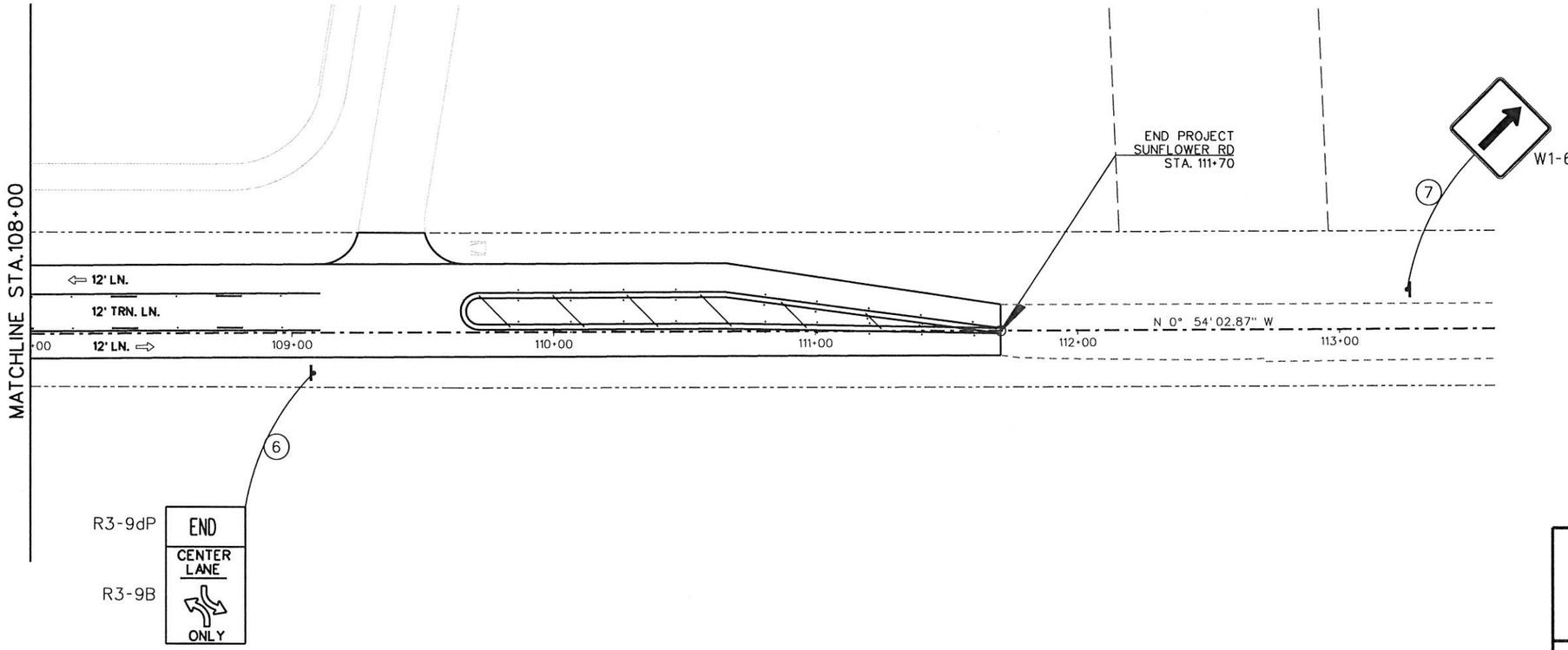
2. CONTRACTOR IS RESPONSIBLE FOR ALL SIGNS DAMAGED DURING CONSTRUCTION. THESE DAMAGED SIGNS WILL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
3. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO MAKE ANY ADJUSTMENTS, DUE TO CONFLICTS ON ANY SIGNS THAT ARE TO BE RELOCATED.



STATE OF TEXAS
JULIO CESAR CERDA
90524
LICENSED PROFESSIONAL ENGINEER

P4

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER ROAD SIGNING LAYOUTS

SHEET 2 OF 2

DRAWING:		FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:								
ENGINEER:		6	TEXAS					Sunf.
CK:		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.		JOB NO.	SHEET NO.
REVIEW:		PHR	HIDALGO					51
CK:								

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1/27/2017

SUMMARY OF SMALL SIGNS

PLAN SHEET NO.	SIGN NO.	SIGN NOMENCLATURE	SIGN	DIMENSIONS	FLAT ALUMINUM (TYPE A)	EXAL ALUMINUM (TYPE G)	SM RD SGN ASSM TY XXXXX (X) XX (X-XXXX) POST TYPE	POSTS	ANCHOR TYPE	MOUNTING DESIGNATION: PREFABRICATED	MOUNTING DESIGNATION: 1EXT or 2EXT - * of Ext BM - Extruded Wind Beam WC - 1.12 *#/ft Wing Channel EXAL- Extruded Alum Sign Panels	BRIDGE MOUNT CLEARANCE SIGNS (See Note 2) TY - TYPE
							FRP - Fiberglass TWT - Thin-Wall 10BWG - 10 BWG S80 - Sch 80	1 or 2	UA-Universal Conc UB-Universal Bolt SA-Slipbase-Conc SB-Slipbase-Bolt WS-Wedge Steel WP-Wedge Plastic	P - "Plain" T - "T" U - "U"		TY N TY S
1 OF 2												
	1	R1-1	STOP	36X36	✓		S80	1	SA	P		
	2	R3-7R	RIGHT LANE MUST TURN RIGHT	30X30	✓		S80	1	SA	P		
	3	R1-1	STOP	36X36	✓		S80	1	SA	P		
	4	R3-9cP R3-9b	BEGIN CENTER LANE ONLY	24X8 24X36	✓ ✓		S80	1	SA	P		
	5	W3-1		36X36	✓		S80	1	SA	P		
2 OF 2												
	6	R3-9dP R3-9b	END CENTER LANE ONLY	24X8 24X36	✓ ✓		S80	1	SA	P		
	7	W1-6aT		36X36	✓		S80	1	SA	P		

ALUMINUM SIGN BLANKS THICKNESS	
Squore Feet	Minimum Thickness
Less than 7.5	0.080"
7.5 to 15	0.100"
Greater than 15	0.125"

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

http://www.txdot.gov/

NOTE:

1. Sign supports shall be located as shown on the plans, except that the Engineer may shift the sign supports, within design guidelines, where necessary to secure a more desirable location or to avoid conflict with utilities. Unless otherwise shown on the plans, the Contractor shall stake and the Engineer will verify all sign support locations.
2. For installation of bridge mount clearance signs, see Bridge Mounted Clearance Sign Assembly (BMCS)Standard Sheet.
3. For Sign Support Descriptive Codes, see Sign Mounting Details Small Roadside Signs General Notes & Details SMD(GEN).

Texas Department of Transportation

Traffic Operations Division Standard

SUMMARY OF SMALL SIGNS

SOSS

SHEET 1 OF 1

FILE: sums16.dgn	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
©TxDOT May 1987	CONT	SECT	JOB	HIGHWAY
REVISIONS				SNFLWR
4-16	DIST	COUNTY		SHEET NO.
8-16		HIDALGO		52

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DATE: 1/27/2017 6:02:19 PM
FILE: M:\Chris\Precinct 4\Sunflower\07 TRAFFIC\03 Signing\Sunflower_sums_16.dgn

SUMMARY OF SMALL SIGNS

PLAN SHT. NO.	SIGN NO.	SIGN TYPE	SIGN TEXT	SIGN DIMENS.	644 6076 REMOVE SMALL SIGN ASSM.	644 6070 RELOCATE SMALL SIGN ASSM.	685 6002 RELOCATE SMALL SIGN ASSM.
			CSJ: 0921-02-300	INCHES	EA.	EA.	EA.
1of1	1	R1-1	STOP	36X36	X		
	2	W3-1	STOP AHEAD	36X36	X		
				TOTAL	2		

TABULATION OF
SIGNS TO BE REMOVED
OR RELOCATED
UNDER ITEM 644
(WITHOUT REMOVABLE COPY)

STATE OF TEXAS
JULIO CESAR CERDA
90524
LICENSED
PROFESSIONAL ENGINEER

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER RD
SUMMARY OF SMALL SIGNS TO BE REMOVED

SHEET 1 OF 1

DRAWING:		FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:		6	TEXAS					SNFLWR
ENGINEER:		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK:			HIDALGO					53
REVIEW:								
CK:								

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1/27/2017

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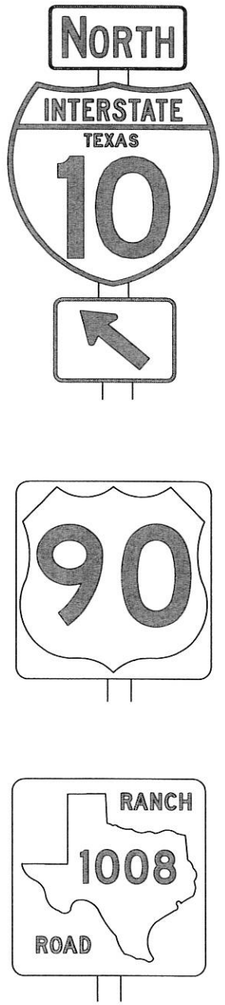
DATE:
FILE:

REQUIREMENTS FOR INDEPENDENT MOUNTED ROUTE SIGNS

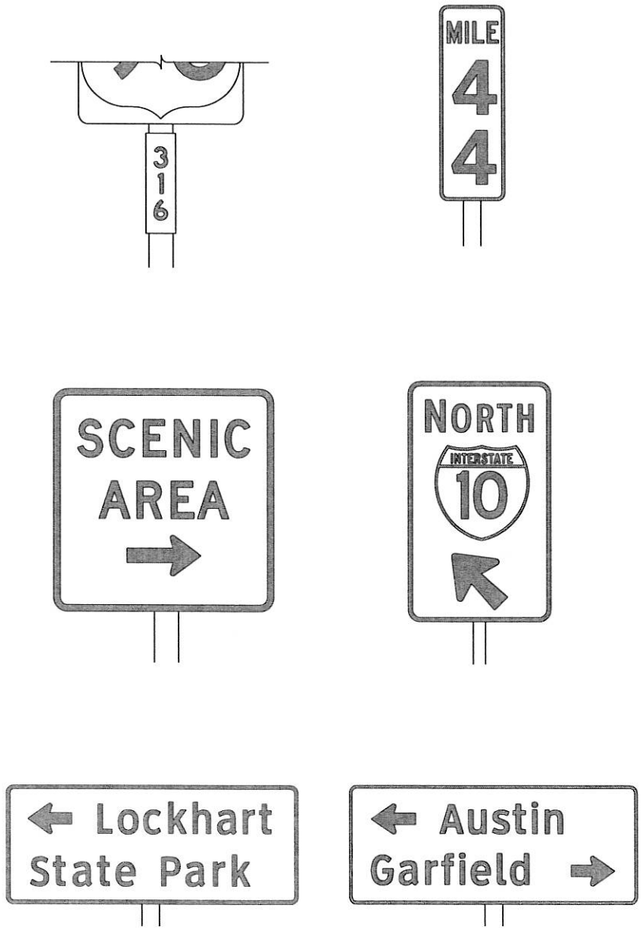
SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	ALL OTHERS	TYPE B OR C SHEETING
LEGEND & BORDERS	WHITE	TYPE A SHEETING
LEGEND & BORDERS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND & BORDERS	ALL OTHERS	TYPE B or C SHEETING



TYPICAL EXAMPLES

REQUIREMENTS FOR BLUE, BROWN & GREEN D AND I SERIES GUIDE SIGNS

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	ALL	TYPE B OR C SHEETING
LEGEND & BORDERS	WHITE	TYPE D SHEETING
LEGEND, SYMBOLS & BORDERS	ALL OTHERS	TYPE B OR C SHEETING



TYPICAL EXAMPLES

GENERAL NOTES

1. Signs to be furnished shall be as detailed elsewhere in the plans and/or as shown on sign tabulation sheet. Standard sign designs and arrow dimensions can be found in the "Standard Highway Sign Designs for Texas" (SHSD).

2. White legend shall use the Clearview Alphabet. The following Clearview fonts shall be used to replace the existing white Federal Highway Administration (FHWA) Standard Highway Alphabets, when not specified in the SHSD, or in the plans.

B	CV-1W
C	CV-2W
D	CV-3W
E	CV-4W
Emod	CV-5WR
F	CV-6W

3. Route sign legend (ie. IH, US, SH and FM shields) shall use the Federal Highway Administration (FHWA) Standard Highway Alphabets B, C, D, E, Emod or F).

4. Lateral spacing between letters and numerals shall conform with the SHSD, and any approved changes thereto. Lateral spacing of legend shall provide a balanced appearance when spacing is not shown.

5. Independent mounted route sign with white or colored legend and borders shall be applied by screening process with transparent color ink, transparent colored overlay film to white background sheeting or cut-out white sheeting to colored background sheeting, or combination thereof. White legend, symbols and borders on all other signs shall be cut-out white sheeting applied to colored background sheeting.

6. Information regarding borders and radii for signs is found in the "Standard Highway Sign Designs for Texas". Dimensions shown and described for borders and corner radii on parent sign are nominal. Borders may vary in width as much as 1/2 inch. Corner radii above 3 inches may vary in width as much as 1 inch. Borders and corner radii within a parent sign must be of matching widths. The sign area outside the corner radius should be trimmed or rounded.

7. Sign substrate shall be any material that meets the Departmental Material Specification requirements of DMS-7110 or approved alternative.

8. Mounting details of roadside signs are shown in the "SMD series" Standard Plan Sheets.

DEPARTMENTAL MATERIAL SPECIFICATIONS	
ALUMINUM SIGN BLANKS	DMS-7110
SIGN FACE MATERIALS	DMS-8300

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080
7.5 to 15	0.100
Greater than 15	0.125

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

http://www.txdot.gov/

Texas Department of Transportation

Traffic Operations Division Standard

TYPICAL SIGN REQUIREMENTS

TSR(3)-13

FILE: tsr3-13.dgn	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
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REVISIONS 12-03 7-13 9-08	DIST	COUNTY		SHEET NO.
	PHR	HIDALGO		54

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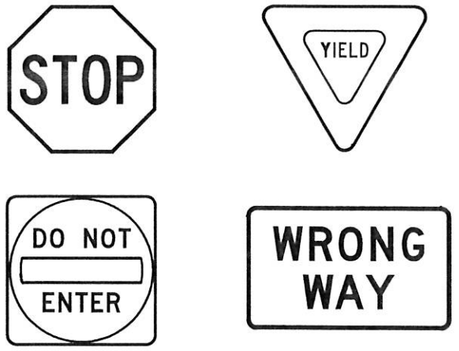
DATE:
FILE:

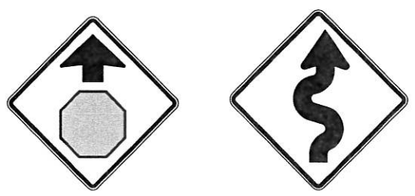
REQUIREMENTS FOR RED BACKGROUND REGULATORY SIGNS
(STOP, YIELD, DO NOT ENTER AND WRONG WAY SIGNS)



REQUIREMENTS FOR FOUR SPECIFIC SIGNS ONLY

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	WHITE	TYPE B OR C SHEETING
LEGEND & BORDERS	WHITE	TYPE B OR C SHEETING
LEGEND	RED	TYPE B OR C SHEETING

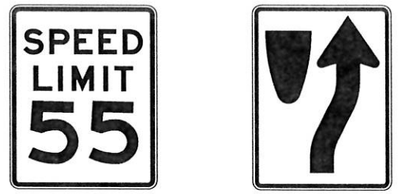
REQUIREMENTS FOR WARNING SIGNS



TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	FLOURESCENT YELLOW	TYPE B_{FL} OR C_{FL} SHEETING
LEGEND & BORDERS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND & SYMBOLS	ALL OTHER	TYPE B OR C SHEETING

REQUIREMENTS FOR WHITE BACKGROUND REGULATORY SIGNS
(EXCLUDING STOP, YIELD, DO NOT ENTER AND WRONG WAY SIGNS)



TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	ALL OTHERS	TYPE B OR C SHEETING
LEGEND,BORDERS AND SYMBOLS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND,BORDERS AND SYMBOLS	ALL OTHER	TYPE B OR C SHEETING

REQUIREMENTS FOR SCHOOL SIGNS

TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	FLOURESCENT YELLOW GREEN	TYPE B_{FL} OR C_{FL} SHEETING
LEGEND,BORDERS AND SYMBOLS	BLACK	ACRYLIC NON-REFLECTIVE FILM
SYMBOLS	RED	TYPE B OR C SHEETING

GENERAL NOTES

1. Signs to be furnished shall be as detailed elsewhere in the plans and/or as shown on sign tabulation sheet. Standard sign designs and arrow dimensions can be found in the "Standard Highway Sign Designs for Texas" (SHSD).
2. Sign legend shall use the Federal Highway Administration (FHWA) Standard Highway Alphabets (B, C, D, E, Emod or F).
3. Lateral spacing between letters and numerals shall conform with the SHSD, and any approved changes thereto. Lateral spacing of legend shall provide a balanced appearance when spacing is not shown.
4. Black legend and borders shall be applied by screening process or cut-out acrylic non-reflective black film to background sheeting, or combination thereof.
5. White legend and borders shall be applied by screening process with transparent colored ink, transparent colored overlay film to white background sheeting or cut-out white sheeting to colored background sheeting, or combination thereof.
6. Colored legend shall be applied by screening process with transparent colored ink, transparent colored overlay film or colored sheeting to background sheeting, or combination thereof.
7. Sign substrate shall be any material that meets the Departmental Material Specification requirements of DMS-7110 or approved alternative.
8. Mounting details for roadside mounted signs are shown in the "SMD series" Standard Plan Sheets.

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080
7.5 to 15	0.100
Greater than 15	0.125

DEPARTMENTAL MATERIAL SPECIFICATIONS	
ALUMINUM SIGN BLANKS	DMS-7110
SIGN FACE MATERIALS	DMS-8300

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

http://www.txdot.gov/

Texas Department of Transportation

Traffic Operations Division Standard

TYPICAL SIGN REQUIREMENTS

TSR(4)-13

FILE: tsr4-13.dgn	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
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REVISIONS 12-03 7-13 9-08	DIST	COUNTY		SHEET NO.
	PHR	HIDALGO		55

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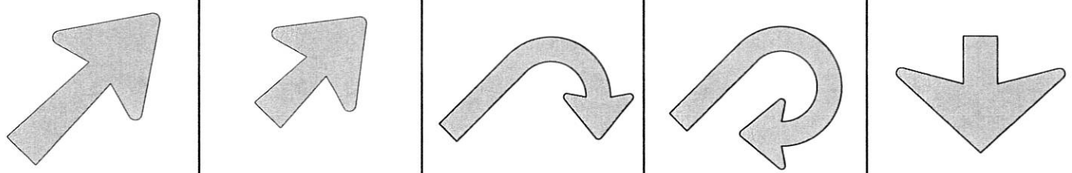
ARROW DETAILS

for Large Ground-Mounted and Overhead Guide Signs



TYPE	LETTER SIZE	USE
A-1	10.67" U/L and 10" Caps	Single Lane Exits
A-2	13.33" U/L and 12" Caps	
A-3	16" & 20" U/L	
B-1	10.67" U/L and 10" Caps	Multiple Lane Exits
B-2	13.33" U/L and 12" Caps	
B-3	16" & 20" U/L	

CODE	USED ON SIGN NO.
E-3	E5-1aT
E-4	E5-1bT

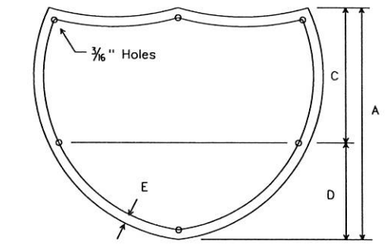
NOTE

Arrow dimensions are shown in the "Standard Highway Sign Designs for Texas" manual.

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

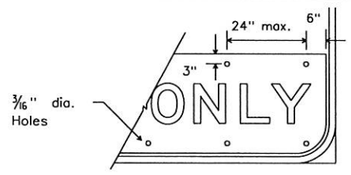
http://www.txdot.gov/

SIGN BLANK PUNCHING DETAILS FOR ATTACHMENTS WHEN SPECIFIED TO BE TYPE A ALUMINUM SIGNS (FOR MOUNTING TO GUIDE SIGN FACE)

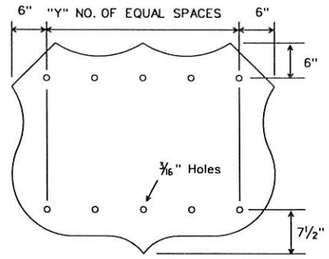


INTERSTATE ROUTE MARKERS

A	C	D	E
36	21	15	1 1/2
48	28	20	1 3/4

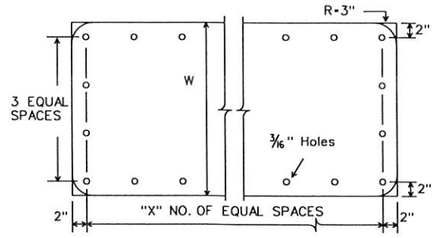


EXIT ONLY PANEL



U.S. ROUTE MARKERS

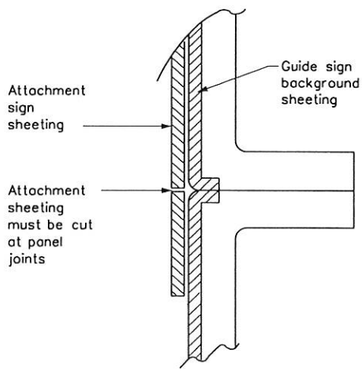
Sign Size	"Y"
24x24	2
30x24	3
36x36	3
45x36	4
48x48	4
60x48	5



STATE ROUTE MARKERS

No. of Digits	W	X
4	24	4
4	36	5
4	48	6
3	24	3
3	36	4
3	48	5

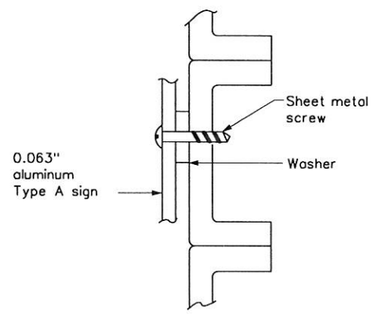
MOUNTING DETAILS OF ATTACHMENTS TO GUIDE SIGN FACE ("EXIT ONLY" AND "LEFT EXIT" PANELS, ROUTE MARKERS AND OTHER ATTACHMENTS)



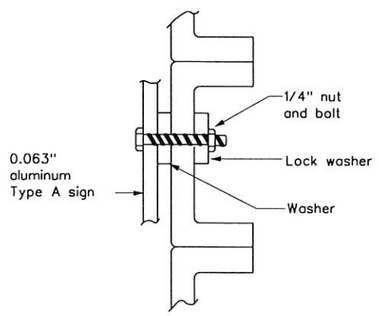
DIRECT APPLIED ATTACHMENT

NOTE:

1. Sheeting for legend, symbols, and borders must be cut at panel joints.
2. Direct applied attachment signs will be subsidiary to "Aluminum Signs" or "Fiberglass Signs".



SCREW ATTACHMENT



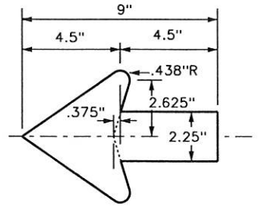
NUT/BOLT ATTACHMENT

NOTE:

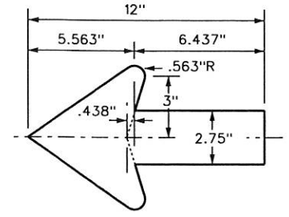
Furnish Type A aluminum sign attachments only when specified in the plans. These signs will be paid for under "Aluminum Signs".

ARROW DETAILS

for Destination Signs (Type D)



Standard arrow to be used with 6 inch letters.



Standard arrow to be used with 8 inch letters.

Texas Department of Transportation

Traffic Operations Division Standard

TYPICAL SIGN REQUIREMENTS

TSR(5)-13

FILE:	tsr5-13.dgn	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
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9-08		PHR	HIDALGO		56

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GENERAL NOTES:

1. Details show a typical warning sign with two flashing beacon heads, other arrangements are possible. When only one beacon is required, install the upper beacon.

2. See Item 685, "Roadside Flashing Beacon Assemblies" for further requirements.

3. See SMD standard sheets for lateral and vertical clearances and sign mounting details. Install signs as shown on the sign layout sheets.

4. Use either a Screw-In Type Anchor Foundation or a Drilled Shaft Foundation as shown elsewhere in the plans. When plans require a Drilled Shaft Foundation, see standard sheet TS-FD. Install the Screw-In Type Anchor Foundation as per manufacturer's recommendations. On a slope, install one edge at ground level. Screw-In/Drilled Shaft Foundation is subsidiary to Item 685. Installation of a ground rod is not required for solar powered flashing beacon assemblies.

5. When used, provide Screw-In Type Anchor Foundations as shown on TxDOT's Material Producer List (MPL) in the file "Highway Traffic Signals".

6. Install beacon heads as shown here, as shown elsewhere on the plans, or as directed. Use hardware specifically designed for mounting beacon heads on poles.

7. Conduit in foundation and within 6 in. of foundation is subsidiary to the Item 685, "Roadside Flashing Beacon Assemblies."

8. Unless otherwise shown on the plans, pole shaft shall be one piece, Schedule 40 Aluminum pipe, ASTM B429 or B221 (Alloy 6061-T6 only). Aluminum conduit will not develop the necessary strength and will not be allowed.

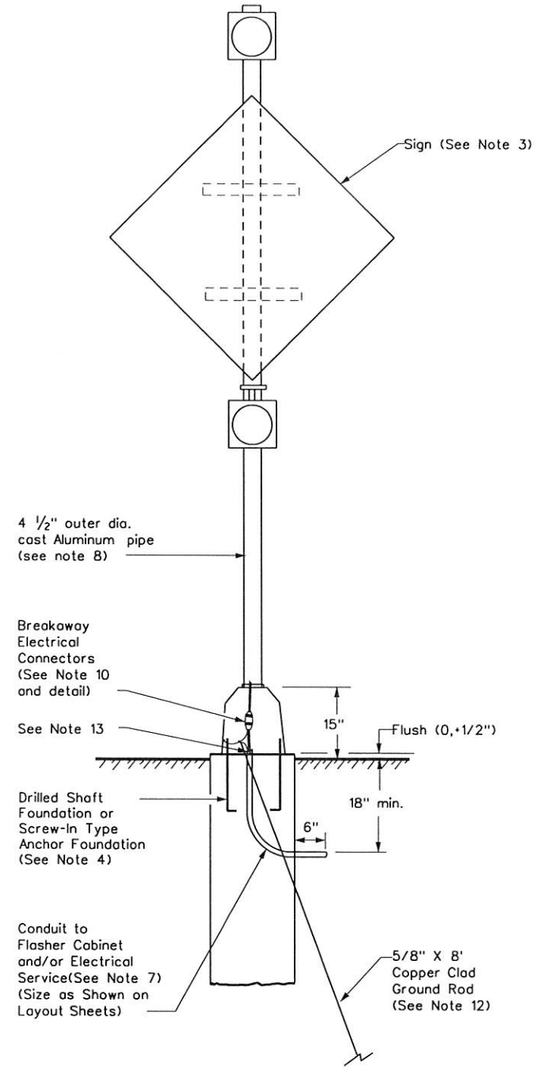
9. Per manufacturer's recommendations, engage all threads on the pedestal pole base and pipe unless the pipe is fully seated into base. In high winds, use a pole and base collar assembly to add strength and prevent loosening of connection.

10. Provide single pole non-fused watertight breakaway electrical connectors for frangible pedestal pole bases, as shown on TxDOT's MPL in the file "Roadway Illumination and Electrical Supplies." Approved models are listed under Item 685. For ungrounded (hot) conductors, install a breakaway connector with a dummy fuse slug). For grounded (neutral) conductors, install a breakaway connector with a white colored marking and a permanently installed dummy fuse (slug).

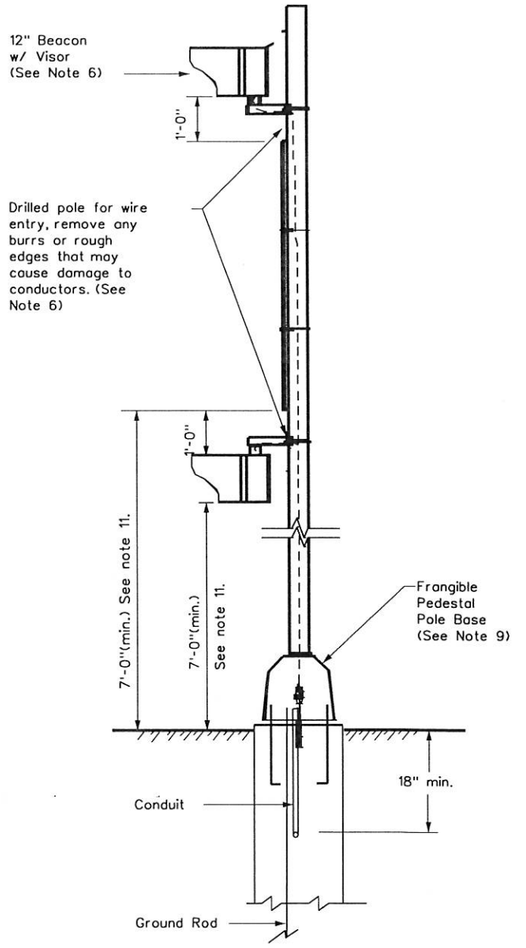
11. Provide clearance as shown above the sidewalk or pavement grade at the edge of the road. When a bottom beacon is not used, mount the bottom of the sign at least 7 ft. above the sidewalk or pavement grade at the edge of the road.

12. Make connections to ground rods according to NEC. Ground rod clamps shall be listed for their intended purpose.

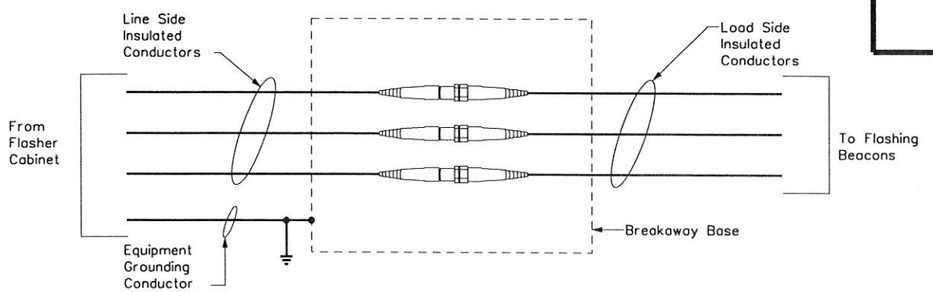
13. Ensure height of conduit and ground rod is below top of anchor bolts.



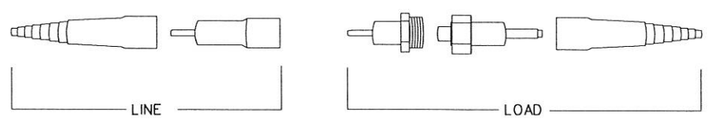
FRONT



SIDE



NON-FUSED BREAKAWAY ELECTRICAL CONNECTORS



NON-FUSED BREAKAWAY ELECTRICAL CONNECTORS
EXPLODED VIEW

Texas Department of Transportation

Traffic Operations Division Standard

ROADSIDE FLASHING BEACON ASSEMBLY

RFBA-13

FILE: rfba-13.dgn	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
©TxDOT January 1992	CONT	SECT	JOB	HIGHWAY
REVISIONS				
5-93 12-04				
10-93 3-13	DIST	COUNTY		SHEET NO.
4-98	PHR	HIDALGO		57

DATE:
FILE:

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SIGN SUPPORT DESCRIPTIVE CODES

(Descriptive Codes correspond to project estimate and quantities sheets)

SM RD SGN ASSM TY XXXXX(X)XX(X-XXXX)

Post Type

FRP - Fiberglass Reinforced Plastic Pipe (see SMD(FRP))
TWT - Thin-Walled Tubing (see SMD(TWT))
10BWG - 10 BWG Tubing (see SMD(SLIP-1) to (SLIP-3))
S80 - Schedule 80 Pipe (see SMD(SLIP-1) to (SLIP-3))

Number of Posts (1 or 2)

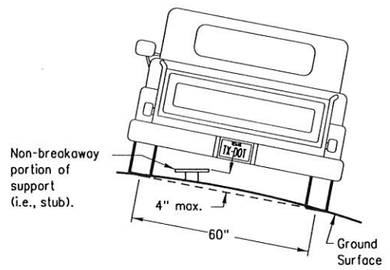
Anchor Type

UA - Universal Anchor - Concreted (see SMD(FRP) and (TWT))
UB - Universal Anchor - Bolted down (see SMD(FRP) and (TWT))
WS - Wedge Anchor Steel - (see SMD(TWT))
WP - Wedge Anchor Plastic (see SMD(TWT))
SA - Slipbase - Concreted (see SMD(SLIP-1) to (SLIP-3))
SB - Slipbase - Bolted Down (see SMD(SLIP-1) to (SLIP-3))

Sign Mounting Designation

P - Prefab. "Plain" (see SMD(SLIP-1) to (SLIP-3), (TWT), (FRP))
T - Prefab. "T" (see SMD(SLIP-1) to (SLIP-3), (TWT))
U - Prefab. "U" (see SMD(SLIP-1) to (SLIP-3))
IF REQUIRED
1EXT or 2EXT - Number of Extensions (see SMD(SLIP-1) to (SLIP-3), (TWT))
BM - Extruded Wind Beam (see SMD(SLIP-1) to (SLIP-3))
WC - 1.12 #/ft Wing Channel (see SMD(SLIP-1) to (SLIP-3))
EXAL - Extruded Aluminum Sign Panels (see SMD(SLIP-3))

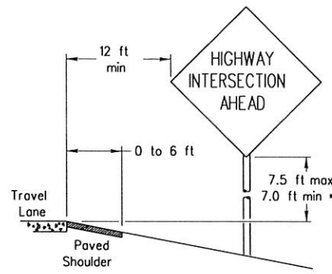
REQUIRED CLEARANCE FOR BREAKAWAY SUPPORT



To avoid vehicle undercarriage snagging, any substantial remains of a breakaway support, when it is broken away, should not project more than 4 inches above a 60-inch chord (i.e., typical space between wheel paths).

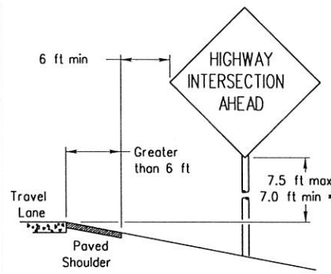
SIGN LOCATION

PAVED SHOULDERS



LESS THAN 6 FT. WIDE

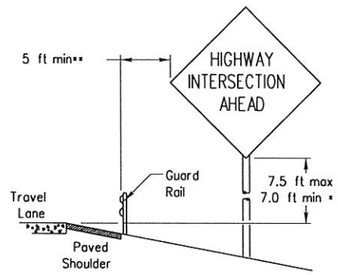
When the shoulder is 6 ft. or less in width, the sign must be placed at least 12 ft. from the edge of the travel lane.



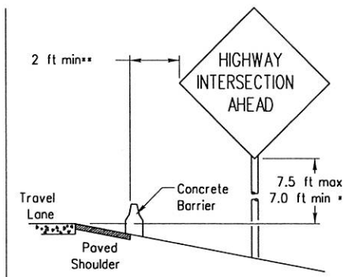
GREATER THAN 6 FT. WIDE

When the shoulder is greater than 6 ft in width, the sign must be placed at least 6 ft. from the edge of the shoulder.

BEHIND BARRIER



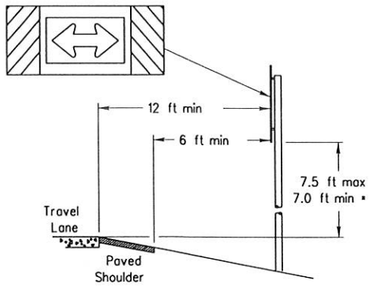
BEHIND GUARDRAIL



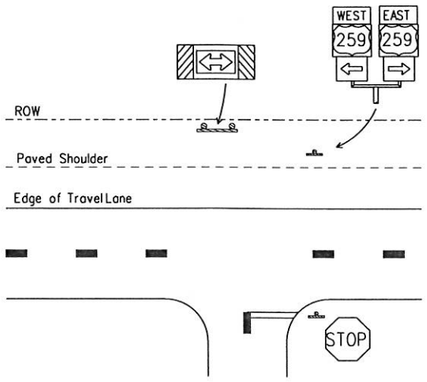
BEHIND CONCRETE BARRIER

**Sign clearance based on distance required for proper guard rail or concrete barrier performance.

T-INTERSECTION



When this sign is needed at the end of a two-lane, two way roadway, the right edge of the sign should be in line with the centerline of the roadway. Place as close to ROW as practical.



* Signs shall be mounted using the following condition that results in the greatest sign elevation:

(1) a minimum of 7 to a maximum of 7.5 feet above the edge of the travel lane or

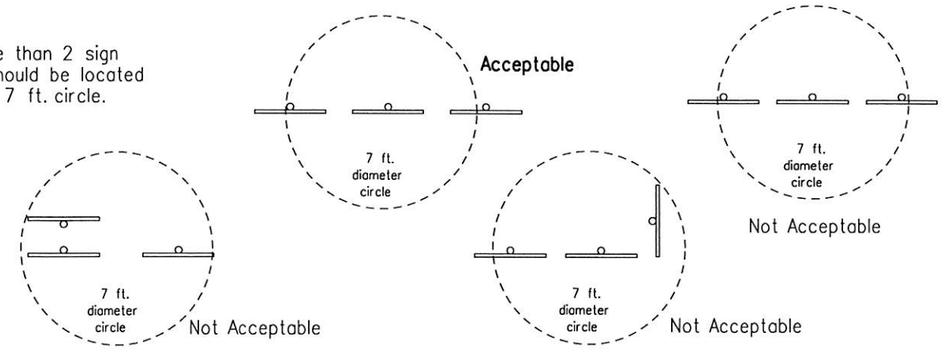
(2) a minimum of 7 to a maximum of 7.5 feet above the grade at the base of the support when sign is installed on the backslope.

The maximum values may be increased when directed by the Engineer.

See the Traffic Operations Division website for detailed drawings of sign clamps, Triangular Slipbase System components and Wedge Anchor System components.

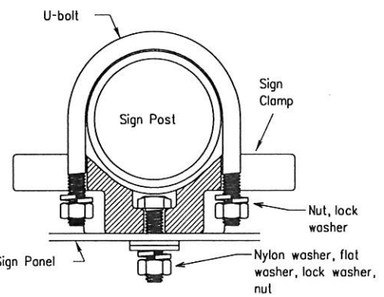
The website address is:
http://www.txdot.gov/publications/traffic.htm

No more than 2 sign posts should be located within a 7 ft. circle.

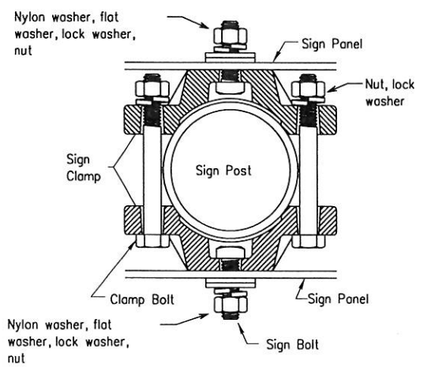


TYPICAL SIGN ATTACHMENT DETAIL

Single Signs



Back-to-Back Signs



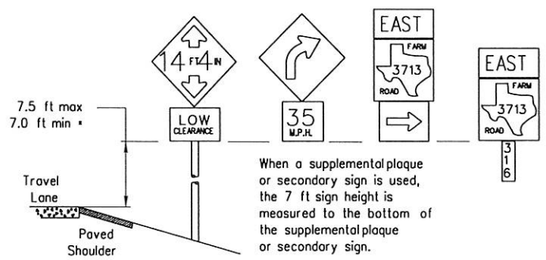
Bolts used to mount sign panels to the clamp are 5/16-18 UNC galvanized square head with nut, nylon washer, flat washer and lock washer. The bolt length is 1 inch for aluminum.

When two sign clamps are used to mount signs back-to-back, use a 5/16-18 UNC galvanized hex head per ASTM A307 with nut and helical-spring lock washer. The approximate bolt lengths for various post sizes and sign clamp types are given in the table at right. The bolt length may need to be adjusted depending upon field conditions.

Sign clamps may be either the specific size clamp or the universal clamp.

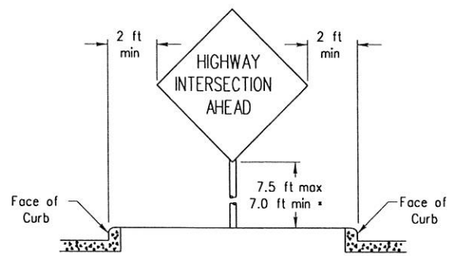
Pipe Diameter	Approximate Bolt Length	
	Specific Clamp	Universal Clamp
2" nominal	3"	3 or 3 1/2"
2 1/2" nominal	3 or 3 1/2"	3 1/2 or 4"
3" nominal	3 1/2 or 4"	4 1/2"

SIGNS WITH PLAQUES



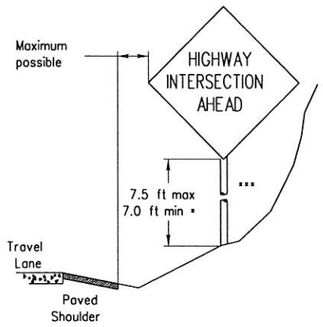
When a supplemental plaque or secondary sign is used, the 7 ft sign height is measured to the bottom of the supplemental plaque or secondary sign.

CURB & GUTTER OR RAISED ISLAND



RESTRICTED RIGHT-OF-WAY

(When 6 ft min. is not possible.)



Right-of-way restrictions may be created by rocks, water, vegetation, forest, buildings, a narrow island, or other factors.

In situations where a lateral restriction prevents the minimum horizontal clearance from the edge of the travel lane, signs should be placed as far from the travel lane as practical.

*** Post may be shorter if protected by guardrail or if Engineer determines the post could not be hit due to extreme slope.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS GENERAL NOTES & DETAILS

SMD(GEN)-08

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26A

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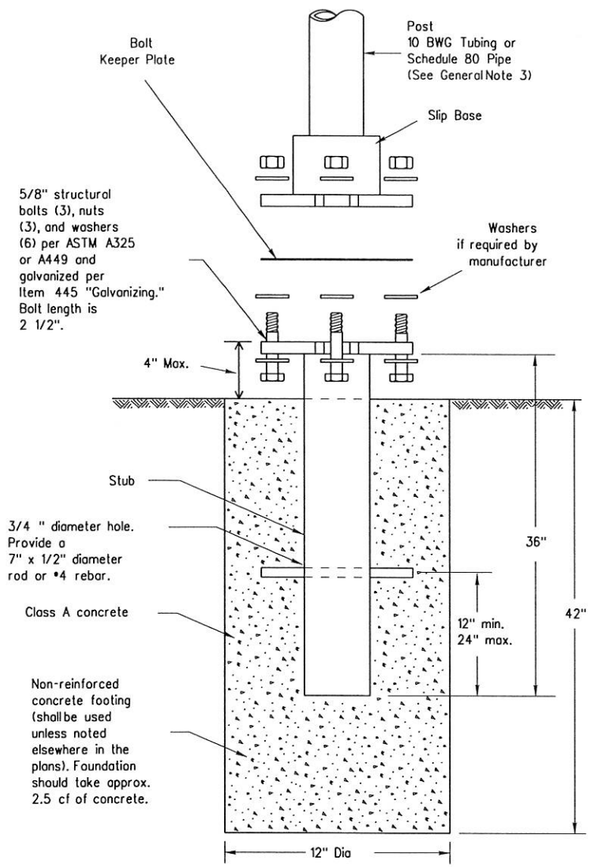
TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



SM RD SGN ASSM TY XXXXX(X)SA(X-XXXX)

NOTE

There are various devices approved
for the Triangular Slipbase System.
Please reference the Material Producer
List for approved slip base systems.
http://www.txdot.gov/business/producer list.htm_
The devices shall be installed per
manufacturers' recommendations.
Installation procedures shall be
provided to the Engineer by Contractor.

GENERAL NOTES:

1. Slip base shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
2. Material used as post with this system shall conform to the following specifications:
   - 10 BWG Tubing (2.875" outside diameter)
     - 0.134" nominal wall thickness
     - Seamless or electric-resistance welded steel tubing or pipe
     - Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
     - Other steels may be used if they meet the following:
       - 55,000 PSI minimum yield strength
       - 70,000 PSI minimum tensile strength
       - 20% minimum elongation in 2"
     - Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
     - Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
     - Galvanization per ASTM A123 or ASTM A653 G210. For precoated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.
   - Schedule 80 Pipe (2.875" outside diameter)
     - 0.276" nominal wall thickness
     - Steel tubing per ASTM A500 Gr C
     - Other seamless or electric-resistance welded steel tubing or pipe with equivolent outside diameter and wall thickness may be used if they meet the following:
       - 46,000 PSI minimum yield strength
       - 62,000 PSI minimum tensile strength
       - 21% minimum elongation in 2"
     - Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
     - Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
     - Galvanization per ASTM A123
3. See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is:
   http://www.txdot.gov/publications/traffic.htm
4. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

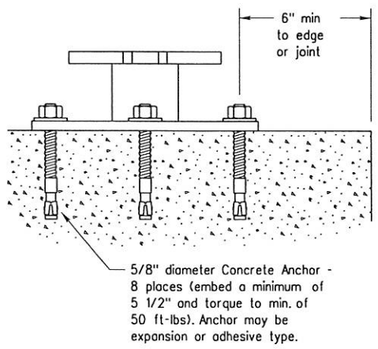
Foundation

1. Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
2. The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
3. Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
4. Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
5. The triangular slipbase system is multidirectional and is designed to release when struck from any direction.

Support

1. Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
2. Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



SM RD SGN ASSM TY XXXXX(X)SB(X-XXXX)

Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per DMS-6100, "Epoxies and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-1)-08

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		PHR	HIDALGO			59	

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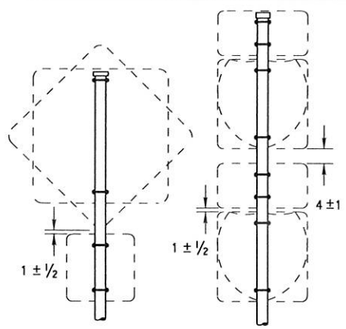
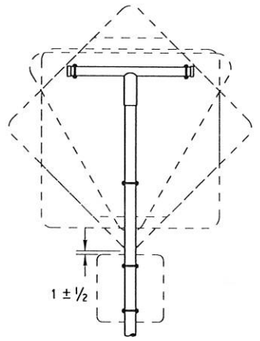
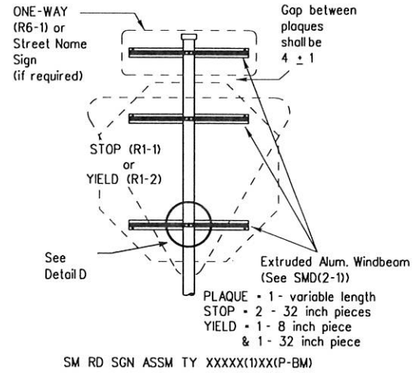


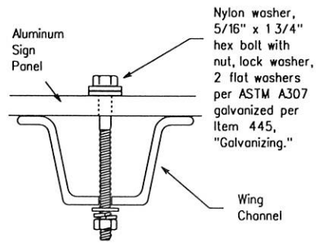
SM RD SGN ASSM TY XXXXX(1)XX(P)



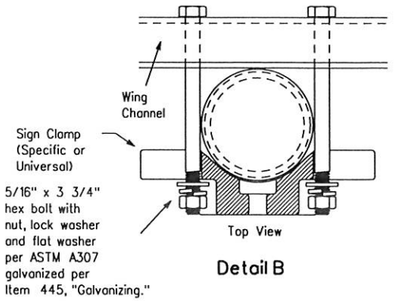
SM RD SGN ASSM TY XXXXX(1)XX(T)



SM RD SGN ASSM TY XXXXX(1)XX(P-BM)



Detail A



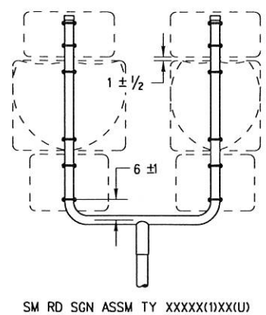
Detail B

GENERAL NOTES:

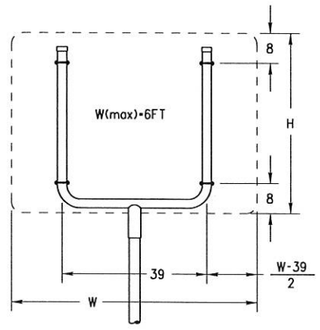
1.

SIGN SUPPORT	OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

2. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
3. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
4. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
5. Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
6. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
7. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
8. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
9. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
10. Additional route markers may be added vertically, provided the total sign area does not exceed the maximum allowable amount per Note 1.
11. Additional sign clamp required on the "T-bracket" post for 24 inch height signs. Place the clamp 3 inches above bottom of sign when possible.
12. Post open ends shall be fitted with Friction Caps.
13. Sign blanks shall be the sizes and shapes shown on the plans.



SM RD SGN ASSM TY XXXXX(1)XX(U)



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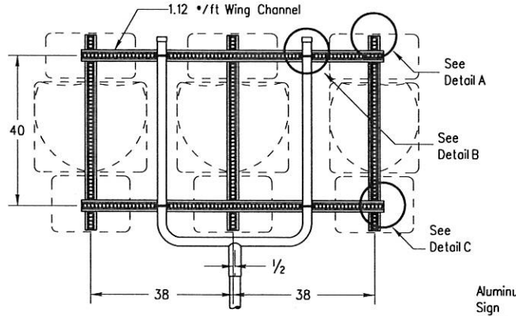
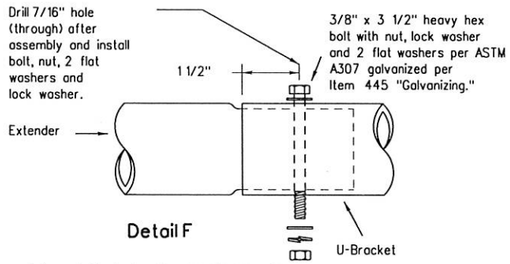
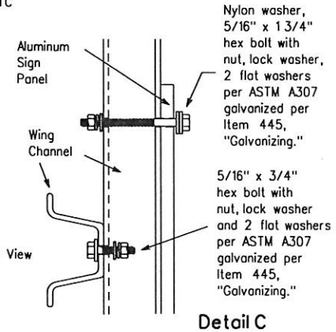


SM RD SGN ASSM TY XXXXX(1)XX(U-WC)
(See Note 11)

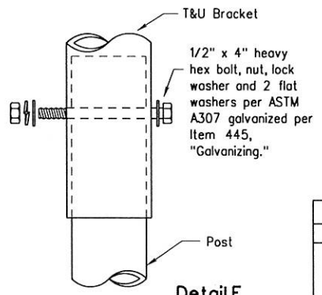


Detail F

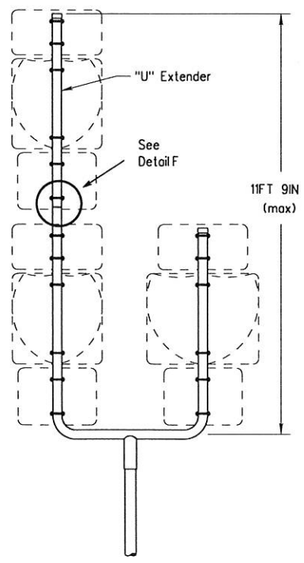
Splices shall only be allowed behind the sign substrate.



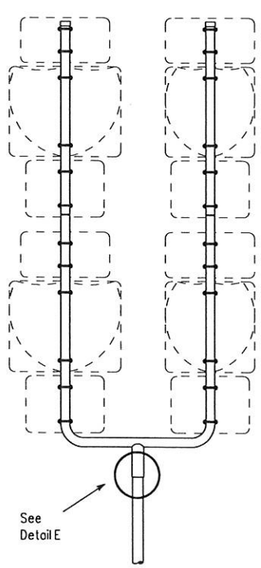
Detail C



Detail E



SM RD SGN ASSM TY S80(1)XX(U-1EXT)



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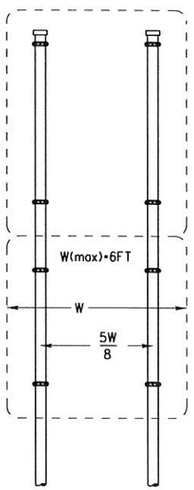
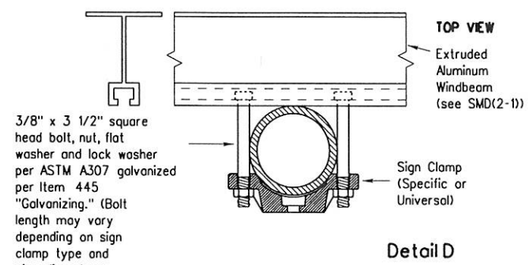
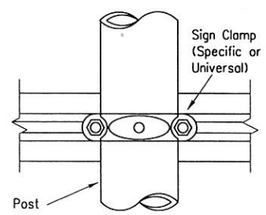


SM RD SGN ASSYM TY XXXXX(2)XX(P)

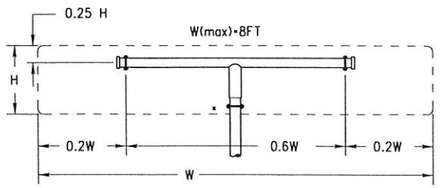
SIDE VIEW



Detail D



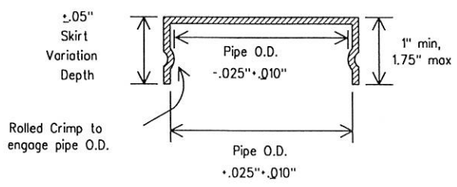
REQUIRED SUPPORT		
	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)



All dimensions are in english unless detailed otherwise.

SM RD SGN ASSM TY XXXXX(1)XX(T)
(* - See Note 12)

FRICTION CAP DETAIL



Friction caps may be manufactured from hot rolled or cold rolled steel sheets. The minimum sheet metal thickness shall be 24 gauge for all cap sizes.

The rim edges shall be reasonably straight and smooth. Caps shall be sized and formed in such a manner as to produce a drive-on friction fit and have no tendency to rock when seated on the pipe. The depth shall be sufficient to give positive protection against entrance of rainwater. They shall be free of sharp creases or indentations and show no evidence of metal fracture.

Caps shall have an electrodeposited coating of zinc in accordance with the requirements of ASTM B633 Class FE/ZN 8.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-2)-08

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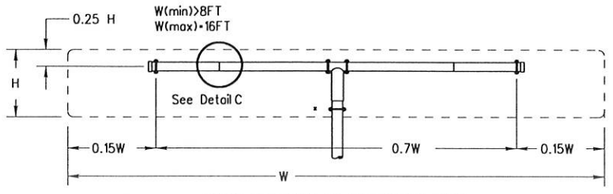
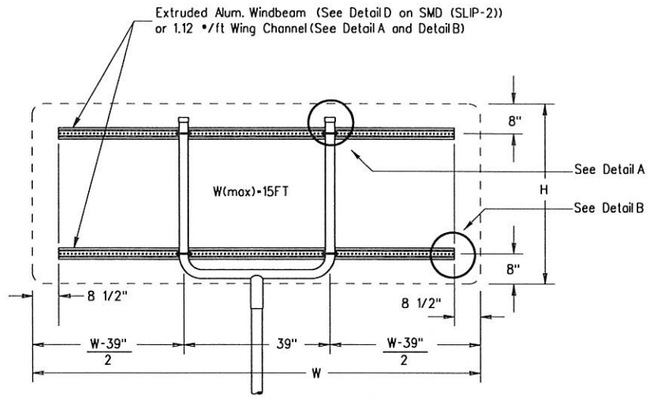
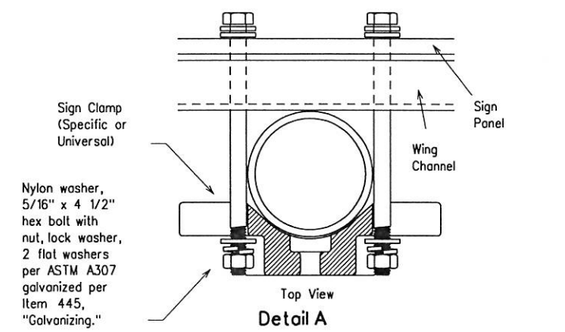


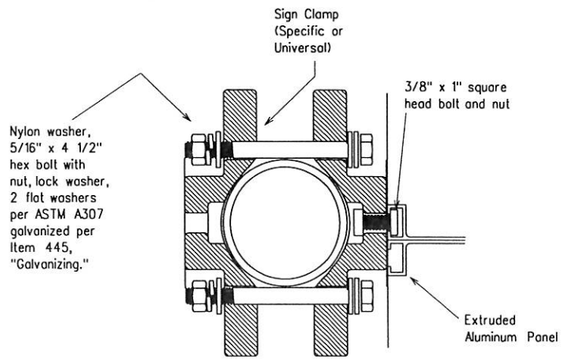
SM RD SGN ASSM TY XXXXX(1)XX(T-2EXT)
(* - See Note 12)



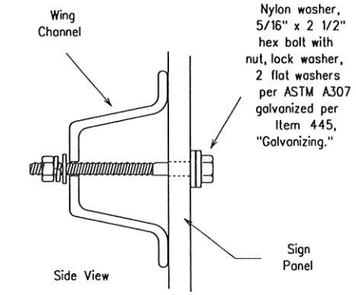
SM RD SGN ASSM TY XXXXX(1)XX(U-XX)



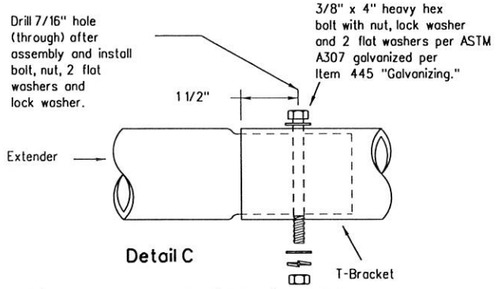
Detail A



Detail D
EXTRUDED ALUMINUM SIGN WITH T BRACKET

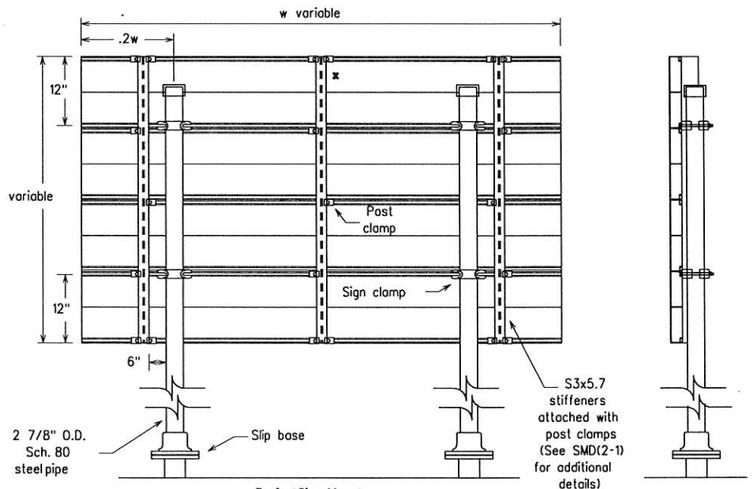


Detail B



Detail C

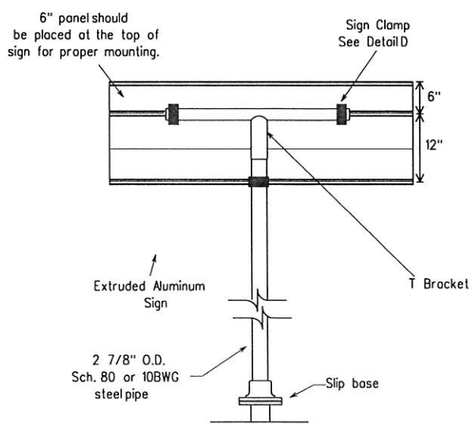
Splices shall only be allowed behind the sign substrate.



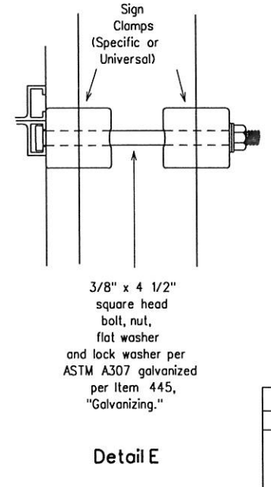
Typical Sign Mount

SM RD SGN ASSM TY S80(2)XX(P-EXAL)

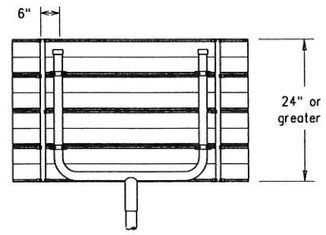
* Additional stiffener placed at approximate center of signs when sign width is greater than 10'.



Extruded Aluminum Sign
With T Bracket



Detail E



Use Extruded Alum. Windbeam as stiffeners
See SMD (2-1) for additional details

See Detail E
for clamp installation

GENERAL NOTES:

1.

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

2. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
3. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
4. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
5. Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
6. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
7. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
8. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
9. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
10. Sign blanks shall be the sizes and shapes shown on the plans.
11. Additional sign clamp required on the "T-bracket" post for 24 inch high signs. Place the clamp 3 inches above bottom of sign when possible.
12. Post open ends shall be fitted with Friction Caps.

REQUIRED SUPPORT

	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-3)-08

©TxDOT July 2002

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		61

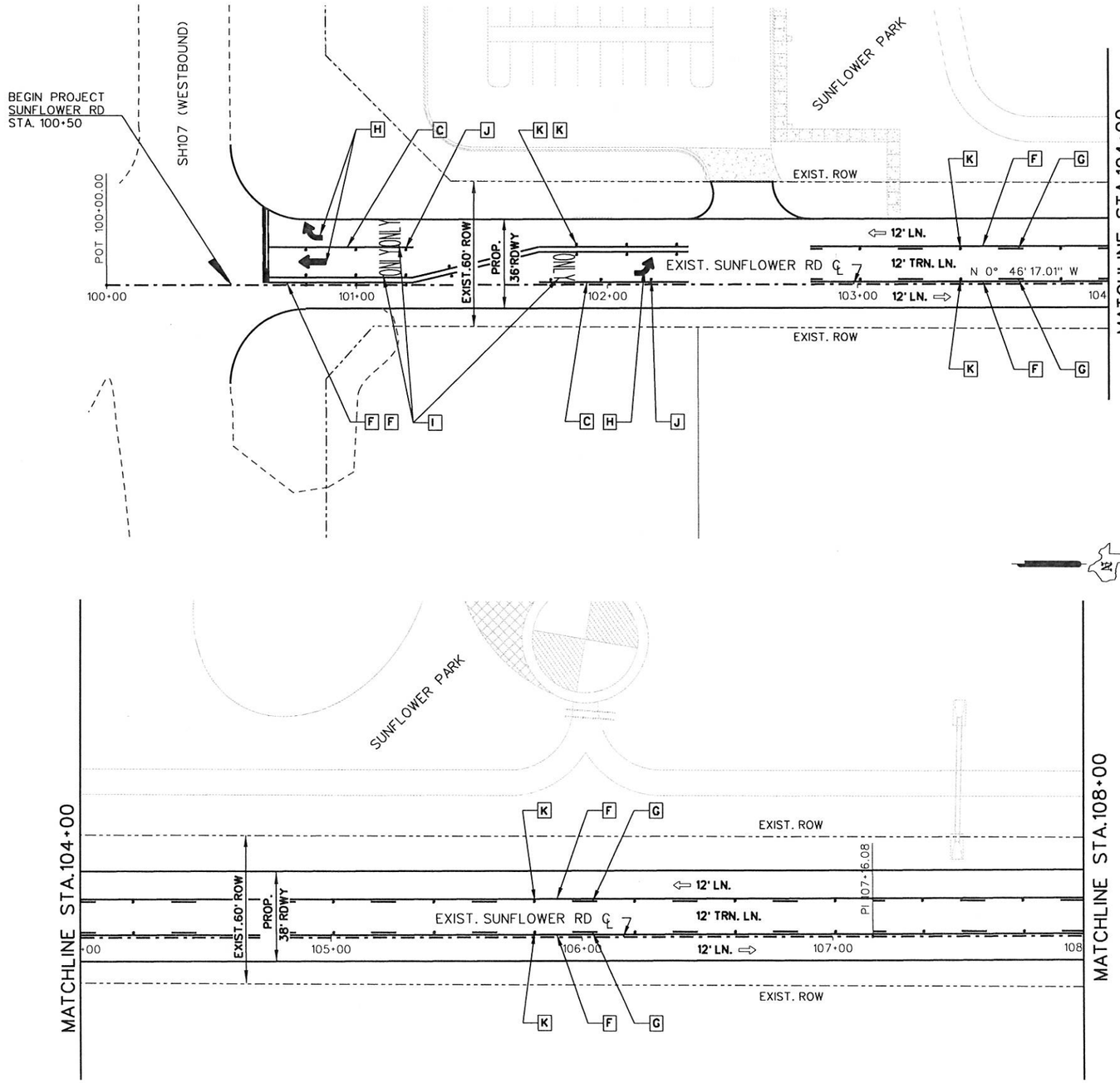
9-08 REVISIONS

DATE:
FILE:

26D

SHEET SUMMARY

STATION LIMITS	REFLECTORIZED PAVEMENT MARKINGS ITEM 666								PREFAB PAV MRKS ITEM 668		RAISED PAV MRKS ITEM 672	
	TY I(W) 4" (BRK) (100 MIL) (LF)	TY I(W) 4" (SLD) (100 MIL) (LF)	TY I(W) 8" (SLD) (100 MIL) (LF)	TY I(W) 12" (SLD) (100 MIL) (LF)	TY I(W) 24" (SLD) (100 MIL) (LF)	TY I(Y) 4" (BRK) (100 MIL) (LF)	TY I(Y) 4" (SLD) (100 MIL) (LF)	TY I(Y) 12" (SLD) (100 MIL) (LF)	TY B (W) (ARROW) (EA)	TY B (W) (WORD) (EA)	REFL PAV MRK TY I-C (EA)	REFL PAV MRK TY II-A-A (EA)
100+50 TO 104+00			120		30	60	580		3	3	6	24
104+00 TO 108+00						200	800					20
SHEET TOTAL			120		30	260	1380		3	3	6	44



PAVEMENT MARKINGS LEGEND:

TYPE I-THERMOPLASTIC W/ RETROREFLECTIVITY REQUIREMENTS (ITEM 666)
- [A] 4" WHITE SOLID
- [B] 4" WHITE BROKEN
- [F] 4" YELLOW SOLID
- [G] 4" YELLOW BROKEN

TYPE I-THERMOPLASTIC (ITEM 666)
- [C] 8" WHITE SOLID
- [D] 12" WHITE SOLID
- [E] 24" WHITE SOLID
- [L] 12" YELLOW SOLID

PREFAB. PAVEMENT MARKERS TYPE B (ITEM 668)
- [H] SINGLE ARROW WHITE
- [I] WORD "ONLY" WHITE
- [M] DOUBLE ARROW WHITE

REFLECTIVE PAVEMENT MARKERS (ITEM 672)
- [J] TYPE I-C REFLECTIVE CL B
- [K] TYPE II-AA REFLECTIVE CL B
- ⇦ TRAFFIC FLOW

NOTES:

1. THE PAVEMENT SURFACE SHALL BE FREE OF DELETERIOUS MATERIAL BEFORE APPLICATION OF PERMANENT STRIPING AND PAVEMENT MARKERS. IF THE SURFACE NEEDS TO BE CLEANED, AS DETERMINED BY THE ENGINEER, THE CONTRACTOR SHALL PREPARE SURFACE IN ACCORDANCE WITH ITEM 678, "PAVEMENT SURFACE PREPARATION FOR MARKINGS", EXCEPT FOR "MEASUREMENT" AND "PAYMENT". THE PREPARATION OF PAVEMENT SURFACE SHALL BE SUBSIDIARY TO ITEM 666, 668 AND 672.
2. ALL PERMANENT PAVEMENT MARKINGS SHALL BE THERMOPLASTIC 100 MIL.

STATE OF TEXAS
JULIO CESAR CERDA
90524
LICENSED PROFESSIONAL ENGINEER

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER ROAD PAVEMENT MARKINGS

SHEET 1 OF 2

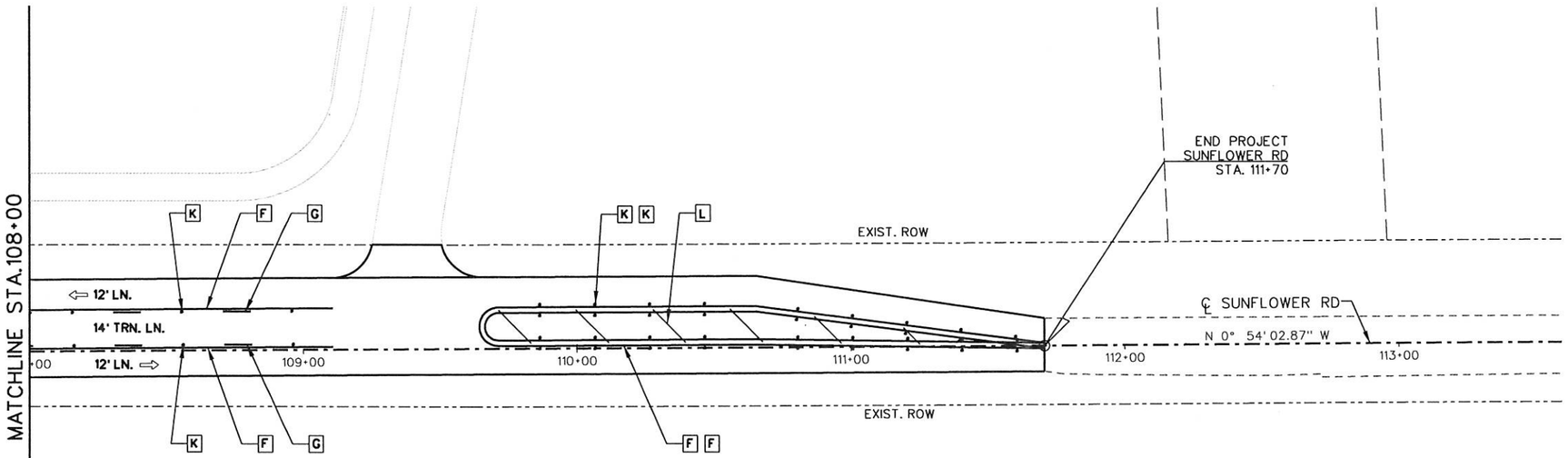
DRAWING:		FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:		6	TEXAS					
ENGINEER:		STATE DIST. NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK:		PHR	HIDALGO					62
REVIEW:								
CK:								

M:\Chris\Precinct 4\Sunflower\07 TRAFFIC\04 Pavement Markings\Sunflower Rd_PM01.dgn

1/27/2017

SHEET SUMMARY

STATION LIMITS	REFLECTORIZED PAVEMENT MARKINGS ITEM 666								PREFAB PAV MRKS ITEM 668		RAISED PAV MRKS ITEM 672	
	TY I(W) 4" (BRK) (100 MIL) (LF)	TY I(W) 4" (SLD) (100 MIL) (LF)	TY I(W) 8" (SLD) (100 MIL) (LF)	TY I(W) 12" (SLD) (100 MIL) (LF)	TY I(W) 24" (SLD) (100 MIL) (LF)	TY I(Y) 4" (BRK) (100 MIL) (LF)	TY I(Y) 4" (SLD) (100 MIL) (LF)	TY I(Y) 12" (SLD) (100 MIL) (LF)	TY B (W) (ARROW) (EA)	TY B (W) (WORD) (EA)	REFL PAV MRK TY I-C (EA)	REFL PAV MRK TY II-A-A (EA)
108+00 TO 111+70						60	1056	100				48
SHEET TOTAL						60	1056	100				48



PAVEMENT MARKINGS LEGEND:

TYPE I-THERMOPLASTIC W/ RETROREFLECTIVITY REQUIREMENTS (ITEM 666)
- A 4" WHITE SOLID
- B 4" WHITE BROKEN
- F 4" YELLOW SOLID
- G 4" YELLOW BROKEN

TYPE I-THERMOPLASTIC (ITEM 666)
- C 8" WHITE SOLID
- D 12" WHITE SOLID
- E 24" WHITE SOLID
- L 12" YELLOW SOLID

PREFAB. PAVEMENT MARKERS TYPE B (ITEM 668)
- H SINGLE ARROW WHITE
- I WORD "ONLY" WHITE
- M DOUBLE ARROW WHITE

REFLECTIVE PAVEMENT MARKERS (ITEM 672)
- J TYPE I-C REFLECTIVE CL B
- K TYPE II-AA REFLECTIVE CL B
- ⇦ TRAFFIC FLOW

NOTES:

1. THE PAVEMENT SURFACE SHALL BE FREE OF DELETERIOUS MATERIAL BEFORE APPLICATION OF PERMANENT STRIPING AND PAVEMENT MARKERS. IF THE SURFACE NEEDS TO BE CLEANED, AS DETERMINED BY THE ENGINEER, THE CONTRACTOR SHALL PREPARE SURFACE IN ACCORDANCE WITH ITEM 678, "PAVEMENT SURFACE PREPARATION FOR MARKINGS", EXCEPT FOR "MEASUREMENT" AND "PAYMENT". THE PREPARATION OF PAVEMENT SURFACE SHALL BE SUBSIDIARY TO ITEM 666, 668 AND 672.
2. ALL PERMANENT PAVEMENT MARKINGS SHALL BE THERMOPLASTIC 100 MIL.

STATE OF TEXAS
JULIO CESAR CERDA
90524
LICENSED PROFESSIONAL ENGINEER

P4

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER ROAD PAVEMENT MARKINGS

SHEET 2 OF 2

DRAWING:		FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:		6	TEXAS					Sunf.
ENGINEER:		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK:		PHR	HIDALGO					63
REVIEW:								
CK:								

1/27/2017 M:\Chris\Precinct 4\Sunflower\07 TRAFFIC\04 Pavement Markings\Sunflower Rd_PM02.dgn

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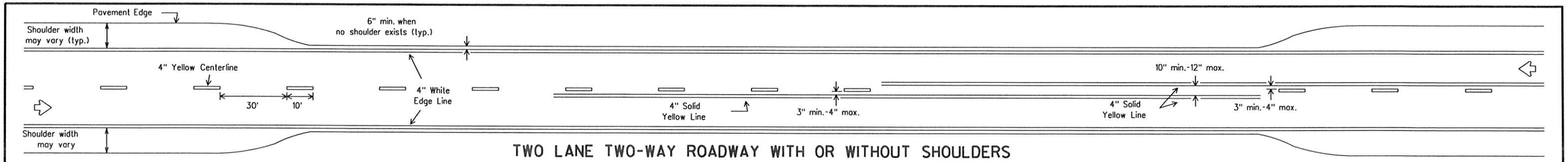
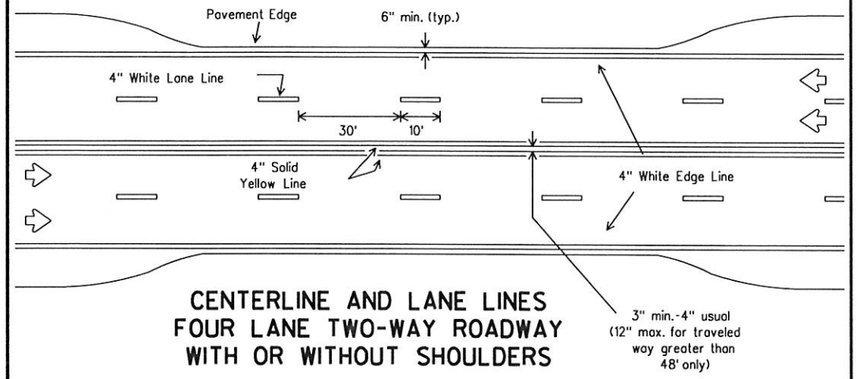
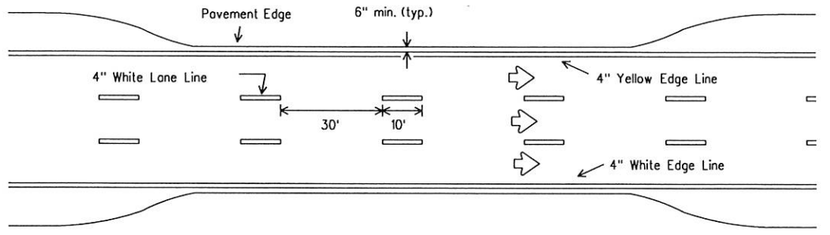


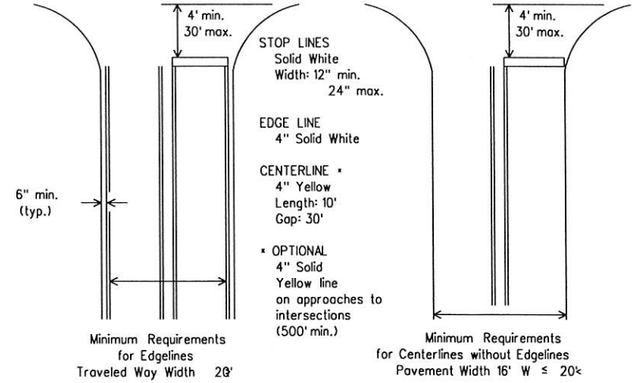
TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS



CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS

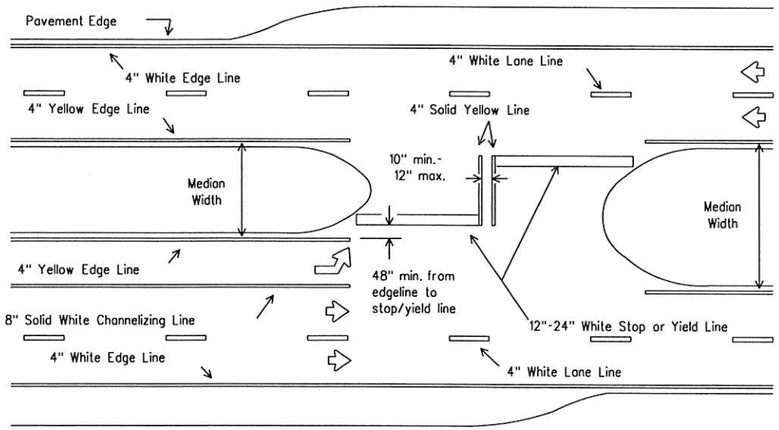


EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS



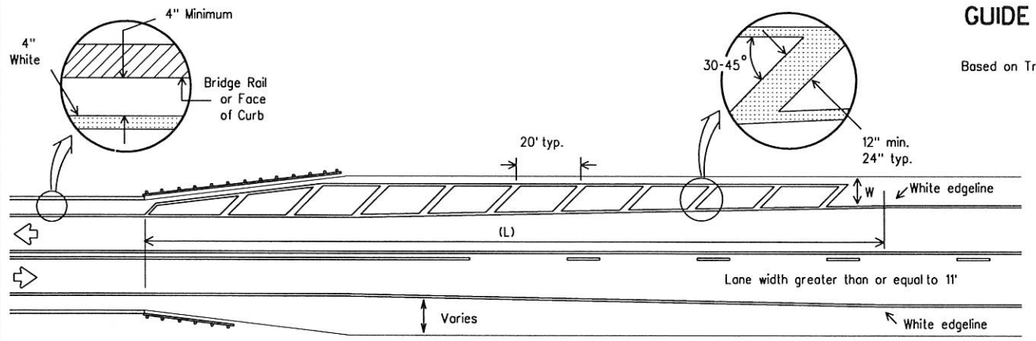
GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Highways



All medians shall be field measured to determine the location of necessary striping. Stop/Yield bars and centerlines shall be placed when the median width is greater than 30 ft. The median width is defined as the area between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges and of opposite approaches of the same intersection. The narrow median width will be the controlling width to determine if markings are required.

FOUR LANE DIVIDED ROADWAY INTERSECTIONS



NOTES:

1. No-passing zone on bridge approach is optional but if used, it shall be a minimum 500 feet long.
2. For crosshatching length (L) see Table 1.
3. The width of the offset (W) and the required crosshatching width is the full shoulder width in advance of the bridge.
4. The crosshatching is not required if delineators or barrier reflectors are used along the structure.
5. For guard fence details, refer elsewhere in the plans.

ROADWAYS WITH REDUCED SHOULDER WIDTHS ACROSS BRIDGE OR CULVERT

TABLE 1 - TYPICAL LENGTH (L)

Posted Speed x	Formula
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	L=WS

x 85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit. Crosshatching length should be rounded up to nearest 5 foot increment.

L=Length of Crosshatching (FT.) W=Width of Offset (FT.) S=Posted Speed (MPH)

EXAMPLES:

An 8 foot shoulder in advance of a bridge reduces to 4 feet on a 70 MPH roadway. The length of the crosshatching should be:

L = 8 x 70 = 560 ft.

A 4 foot shoulder in advance of a bridge reduces to 2 feet on a 40 MPH roadway. The length of the crosshatching should be:

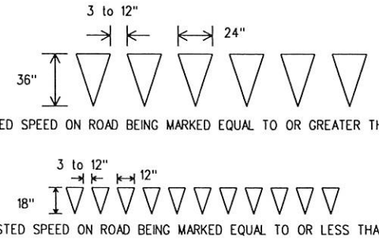
L = 4(40) ? 60 = 106.67 ft. rounded to 110 ft.

GENERAL NOTES

1. Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should typically be placed a minimum of 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel and not the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to inside of edgeline of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



YIELD LINES

Texas Department of Transportation
Traffic Operations Division

TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-12

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
8-95 2-12				Sunf.
5-00	DIST	COUNTY		SHEET NO.
8-00		HIDALGO		64
3-03				

DATE:
FILE:

22A

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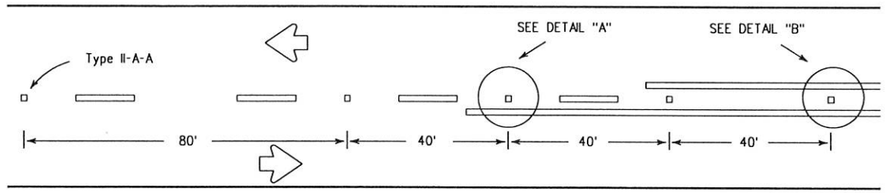
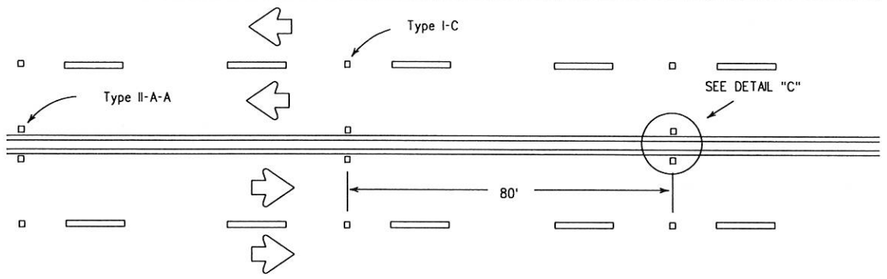
DATE:
FILE:

REFLECTIVE RAISED PAVEMENT MARKERS FOR VEHICLE POSITIONING GUIDANCE

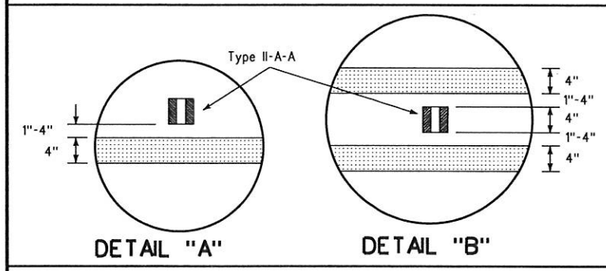


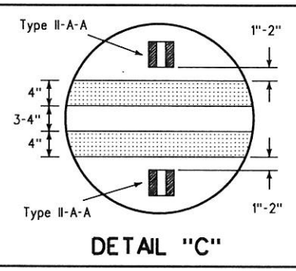
CENTERLINE FOR ALL TWO LANE ROADWAYS

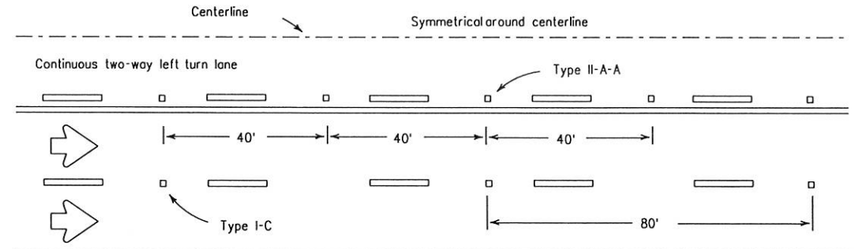


CENTERLINE & LANE LINES FOR FOUR LANE TWO-WAY HIGHWAYS

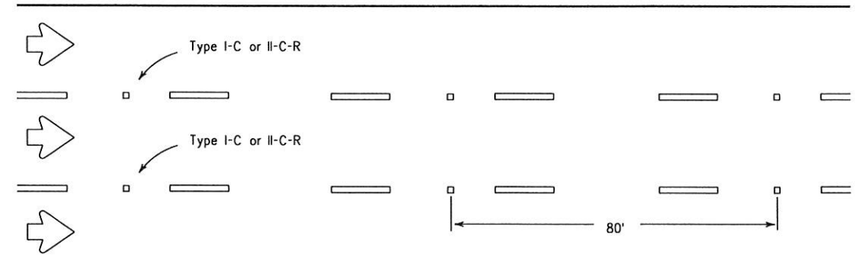
Raised pavement marker Type I-C, clear face toward normal traffic, shall be placed on 80-foot centers.





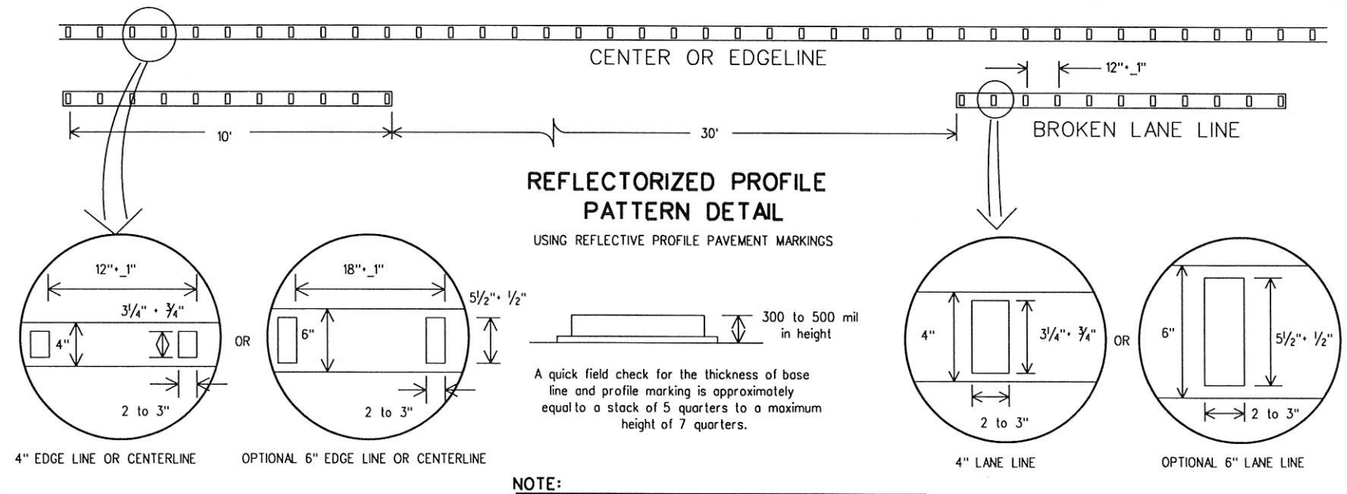


CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE



LANE LINES FOR ONE-WAY ROADWAY (NON-FREEWAY FACILITIES)

Raised pavement markers Type II-C-R shall have clear face toward normal traffic and red face toward wrong-way traffic.



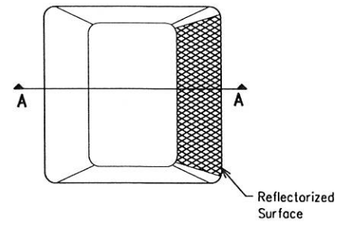
NOTE:
Profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.

GENERAL NOTES

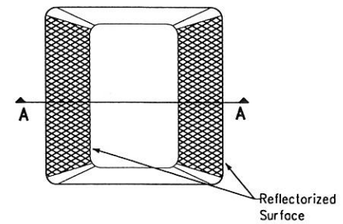
1. All raised pavement markers placed in broken lines shall be placed in line with and midway between the stripes.
2. On concrete pavements the raised pavement markers should be placed to one side of the longitudinal joints.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

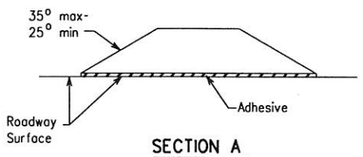
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Type I (Top View)



Type II (Top View)



SECTION A

RAISED PAVEMENT MARKERS

Texas Department of Transportation
Traffic Operations Division

POSITION GUIDANCE USING RAISED MARKERS
REFLECTORIZED PROFILE MARKINGS

PM(2)-12

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS
4-92 2-10
5-00 2-12
8-00
2-08

CONT	SECT	JOB	HIGHWAY
			Sunf.
DIST	COUNTY		SHEET NO.
	HIDALGO		65

22B 1

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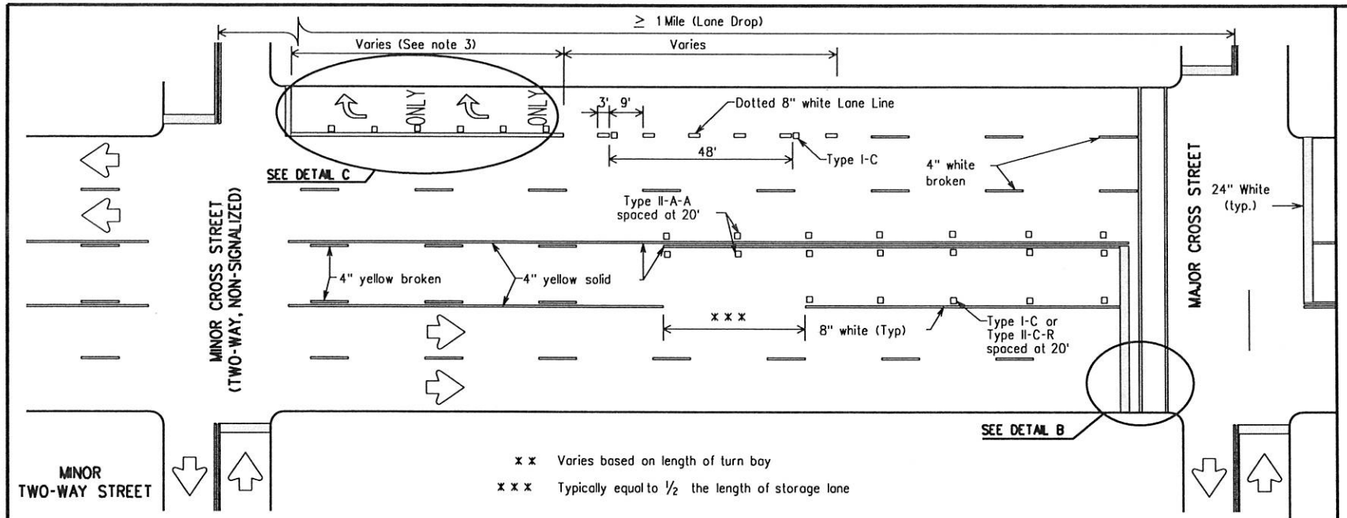
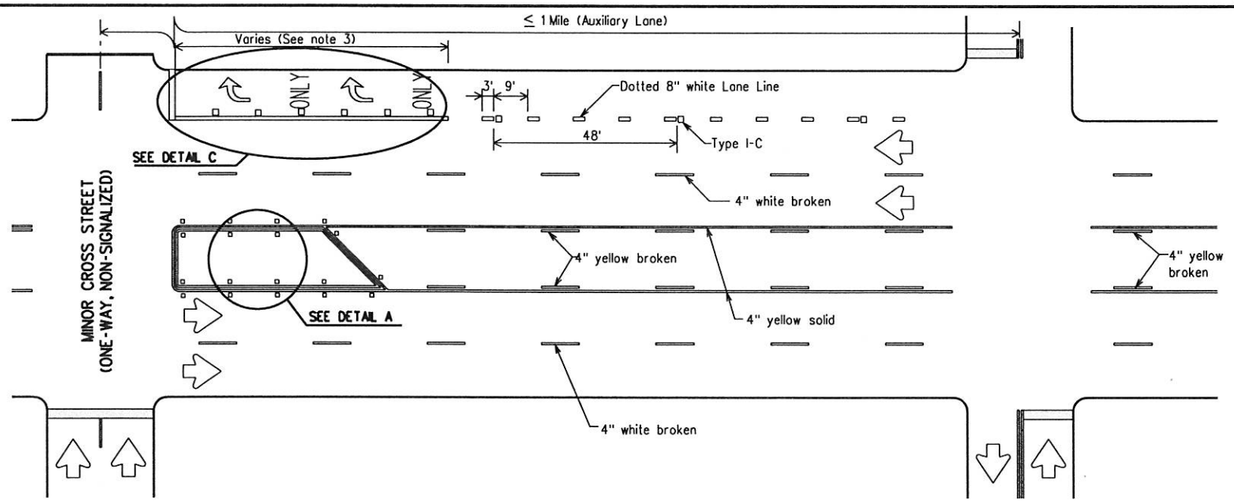
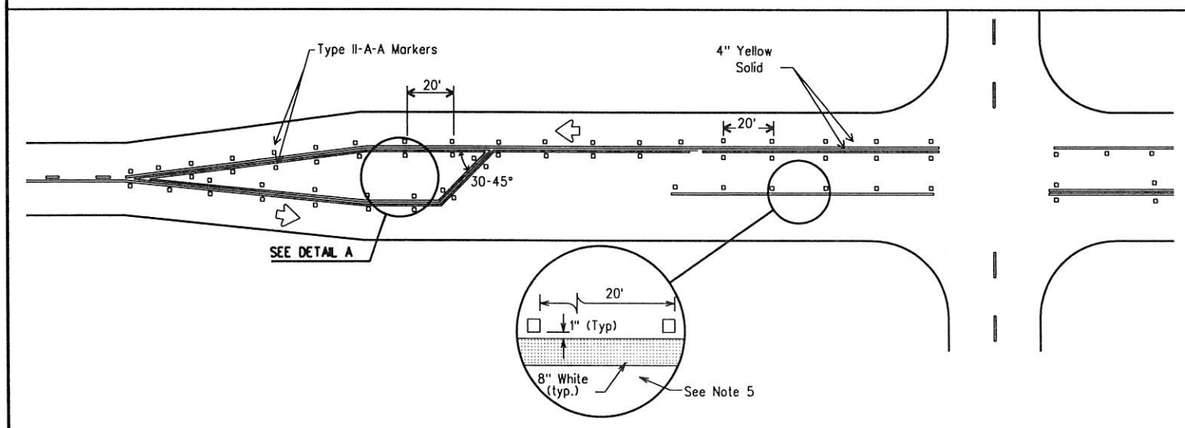


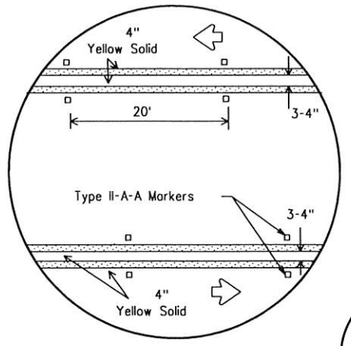
TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP



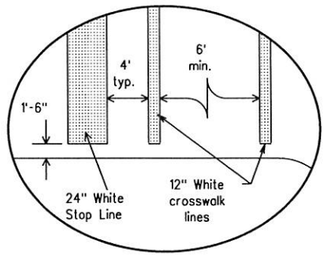
TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE



TYPICAL TWO-LANE HIGHWAY INTERSECTION WITH LEFT TURN BAYS

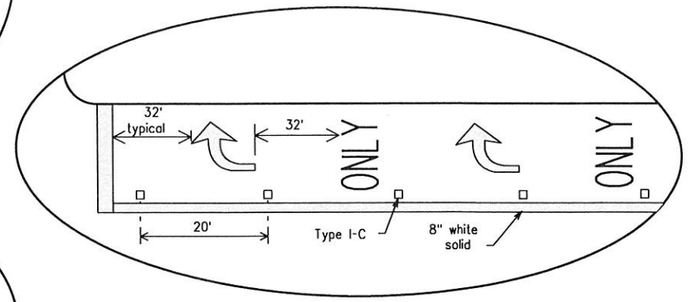


DETAIL A



Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

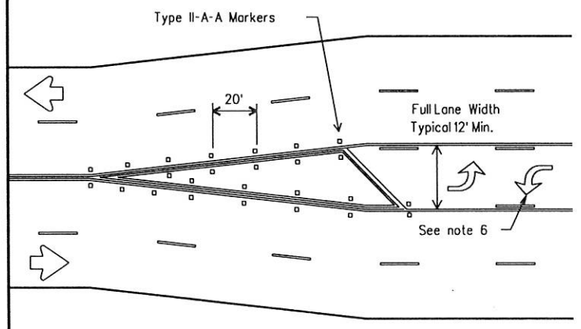
DETAIL B



DETAIL C

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



TYPICAL TRANSITION FOR TWLTL AND DIVIDED HIGHWAY

GENERAL NOTES

1. Refer elsewhere in plans for additional RPM placement and details.
2. Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows as shown in the Standard Highway Sign Designs for Texas.
3. When lane used word and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
4. Other crosswalk paterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used.
5. Raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Raised pavement marker Type II-C-R with divided highways and raised medians.
6. A two-way left-turn (TWLT) lane-use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or dedicated turn bay is not required unless stoted elsewhere in the plans.

Texas Department of Transportation
Traffic Operations Division

PAVEMENT MARKINGS FOR TWO-WAY LEFT TURN LANES DIVIDED HIGHWAYS AND RURAL LEFT TURN BAYS

PM(3)-12

© TxDOT April 1998

REVISIONS	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
5-00 2-12	CONT	SECT	JOB	HIGHWAY
8-00				Sunf.
3-03 2-10	DIST	COUNTY		SHEET NO.
		HIDALGO		66

DATE:
FILE:

22C

SITE DESCRIPTION

PROJECT LIMITS: *Sunflower Rd.: FROM SH 107 to 0.2 MI. NORTH OF SH 107*

PROJECT SITE MAPS:

•Project Location Map: Title Sheet and Project Layout Sheet
•Approx. Slopes Anticipated After Major Gradings and Areas of Soil Distrubance: Typ Section Sheet
•Major Controls and Locations of Stabilization Practices: SW3P Layout Sheet
•Project Specific Locations: To be specified in the Project SW3P File and held by the County
•Surface Waters and Discharge Locations: Utility and Drainage Layout Sheets

PROJECT DESCRIPTION:
Widening of a non-freeway facility consisting of grading, compacting subgrade, lime treated flexible base, asph. conc. pvmt, storm sewer, signing, delineation, and pavement markings.

MAJOR SOIL DISTURBING ACTIVITIES:
Soil disturbing activities will include preparing the right-of-way; excavation and embankment for the roadway; installation of proposed storm sewer system; and establishment of final seeding.

Disturbed areas on which construction activity has ceased (temporarily or permanently) shall be stabilized within 14 days unless activities are scheduled to resume and do whithin 21 days. Final seeding should be accomplished on all areas as soon as construction stage is complete.

TOTAL PROJECT AREA: *1.54 Acres*

TOTAL AREA TO BE DISTURBED: *1.54 Acres (100%)*

WEIGHTED RUNOFF COEFFICIENT:
Before Construction = 0.18
After Construction = 0.20

EXISTING CONDITION OF SOIL & VEGETATIVE *Existing soil conditions are:*
Hidalgo Sandy Clay Loam; soil characteristics include moderately deep, moderately well drained, moderate permeability. Used mostly as livestock grazing and wildlife habitat with a few areas farmed.

NAME OF RECEIVING WATERS:
All runoff drains into an existing storm sewer system which goes into Hidalgo County's existing detention pond which is released at a controlled rate by the county.

ENDANGERED SPECIES, DESIGNATED CRITICAL HABITAT AND HISTORICAL PROPERTY:
No designated Critical Habitat or Historic Properties have been found on this project site.
No Impacts to T&E species is anticipated.

The documentation satisfying TPDES Construction General Permit eligibility pertaining to the existence or of any protective action taken with regards to endangered species or designated critical habitat or historical property in this project area is contained in the project's Phase I Environmental Site Assessment and can be vewed at the address shown below:

HIDALGO COUNTY PRECINCT #4
1051 N. DOOLITTLE RD.
EDINBURG, TX 78542

PHONE: 956-383-3112

EROSION AND SEDIMENT CONTROLS

SOIL STABILIZATION PRACTICES: (Select T = Temporary or P = Permanent, as applicable)

- ___ TEMPORARY SEEDING
- ___ MULCHING (Hay or Straw)
- ___ BUFFER ZONES
- ___ PLANTING
- P SEEDING
- ___ SODDING
- ___ OTHER: (Specify Practice)
- ___ PRESERVATION OF NATURAL RESOURCES
- ___ FLEXIBLE CHANNEL LINER
- ___ RIGID CHANNEL LINER
- ___ SOIL RETENTION BLANKET
- ___ COMPOST MANUFACTURED COMPOST
- T BIODEGRADABLE EROSION CONTROL SOCKS

STRUCTURAL PRACTICES: (Select T = Temporary or P = Permanent, as applicable)

- ___ SILT FENCES
- T BIODEGRADABLE EROSION CONTROL SOCKS
- ___ HAY BALES
- ___ ROCK FILTER DAMS
- ___ DIVERSION, INTERCEPTOR, OR PERIMETER DIKES
- ___ DIVERSION, INTERCEPTOR, OR PERIMETER SWALES
- ___ DIVERSION DIKE AND SWALE COMBINATIONS
- ___ PIPE SLOPE DRAINS
- ___ PAVED FLUMES
- ___ ROCK BEDDING AT CONSTRUCTION EXIT
- T TIMBER MATTING AT CONSTRUCTION EXIT
- ___ CHANNEL LINERS
- ___ SEDIMENT TRAPS
- ___ SEDIMENT BASINS
- T STORM INLET SEDIMENT TRAP
- ___ STONE OUTLET STRUCTURES
- ___ CURBS AND GUTTERS
- P STORM SEWERS
- ___ VELOCITY CONTROL DEVICES
- ___ OTHER: (Specify Practice)

STORM WATER MANAGEMENT:
Storm water drainage will be provided by roadside ditches draining a proposed storm drain system outfalling into a Hidalgo County detention pond.

STORM WATER MANAGEMENT ACTIVITIES: (Sequence of Construction)

The order of activities will be as follows:
1.- Install perimeter controls, clear R.O.W. where construction will take place.
2. Install proposed inlets, pipes, and install biodegradable erosion control logs along project.
3. Construct proposed roadway as shown on TCP, Plan and Profile sheets, and proposed typical sections
4. Once all construction activity is complete, permanent seeding on proposed areas shall be done according to plans or as instructed by the engineer.

NON-STORM WATER MANAGEMENT DISCHARGES:
Non-storm water discharges should be filtered, or held in retention basins, before being allowed to mix with storm water. These discharges consist of non-polluted ground water, spring water, foundation and/or footing drain water; and water used for dust control, pavement washing and vehicle wastewater containing no detergents.

OTHER REQUIREMENTS & PRACTICES

OTHER EROSION AND SEDIMENT CONTROLS:

MAINTENANCE: *All erosion and sediment controls will be maintained in good working order. If a repair is necessary, it will be done at the earliest date possible, but no later than 7 calendar days after the surrounding exposed ground has dried sufficiently to prevent further damage from heavy equipment. The areas adjacent to creeks and drainage ways shall have priority followed by devices protecting storm sewer inlets.*

INSPECTION: *An Inspection will be performed by a County Representative every 14 calendar days as well as after every half inch or more of rain (as recorded on a non-freezing rain guage to be located at the Project Site). An Inspection and Maintenance Report will be made per each Inspection. Based on the inspection results, the controls shall be revised per the inspection report.*

WASTE MATERIALS: *All waste materials will be collected and stored in a securely lidded metal dumpster. The dumpster will meet all state and local solid waste management regulations. All trash and construction debris from the site will be deposited in the dumpster. The dumpster will be emptied as necessary or as required by local regulation and the trash will be hauled to a local dump. No construction waste material will be buried on site.*

HAZARDOUS WASTE (INCLUDING SPILL REPORTING): *At a minimum, any products in the following categories to be hazardous: Paints, Acids for cleaning masonry surfaces, Cleaning Solvents, Asphalt products, Chemical additives for soil stabilization, or Concrete curing compounds and additives. In the event of a spill which may be hazardous, the spill Coordinator should be contacted immediately. Emptying of excess concrete should not be allowed on site. Likewise, washout of concrete trucks should not be performed on site. These discharges are considered non-allowable non-storm water discharges. Concrete trucks should never be allowed to dump into storm drains or sanitary sewers.*

SANITARY WASTE: *All sanitary waste will be collected from the portable units as necessary or as required by local regulation by a licensed sanitary waste management contractor.*

OFFSITE VEHICLE TRACKING: *The Contractor shall be required, on a regular basis or as may be directed by the Engineer, to dampen haul roads for dust control, stabilize construction entrances and to remove excess dirt from the roadway.*

MANAGEMENT PRACTICES:
1. *Disposal areas, stockpiles, and haul roads shall be constructed in a manner that will minimize and control the amount of sediment that may enter receiving waters. Disposal areas shall not be located in any wet land, water body or stream bed.*
2. *Construction staging areas and vehicle maintenance areas shall be constructed by the Contractor in a manner to minimize the runoff of pollutants.*
3. *All waterways shall be cleared, as soon as practical, of temporary embankment, temporary bridges, matting, false work, piling, or debris or other obstructions placed during construction operations that are not a part of the finished work.*
4. *This plan is a working document, and must be kept current in order to comply with EPA standards.*

OTHER:
1. *Construction materials stored on site to be provided by Project Field Office.*
2. *The project SW3P File located at the county office shall contain the N.O.I., CGP Coverage Notice, EPA NPDES Form, Signature Authorization, Certification/Qualification Statements, Inspection Reports, Required Maps, and the NPDES Permit, Part II.*

STATE OF TEXAS
JULIO CESAR CERDA
90524
LICENSED PROFESSIONAL ENGINEER

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Texas Department of Transportation

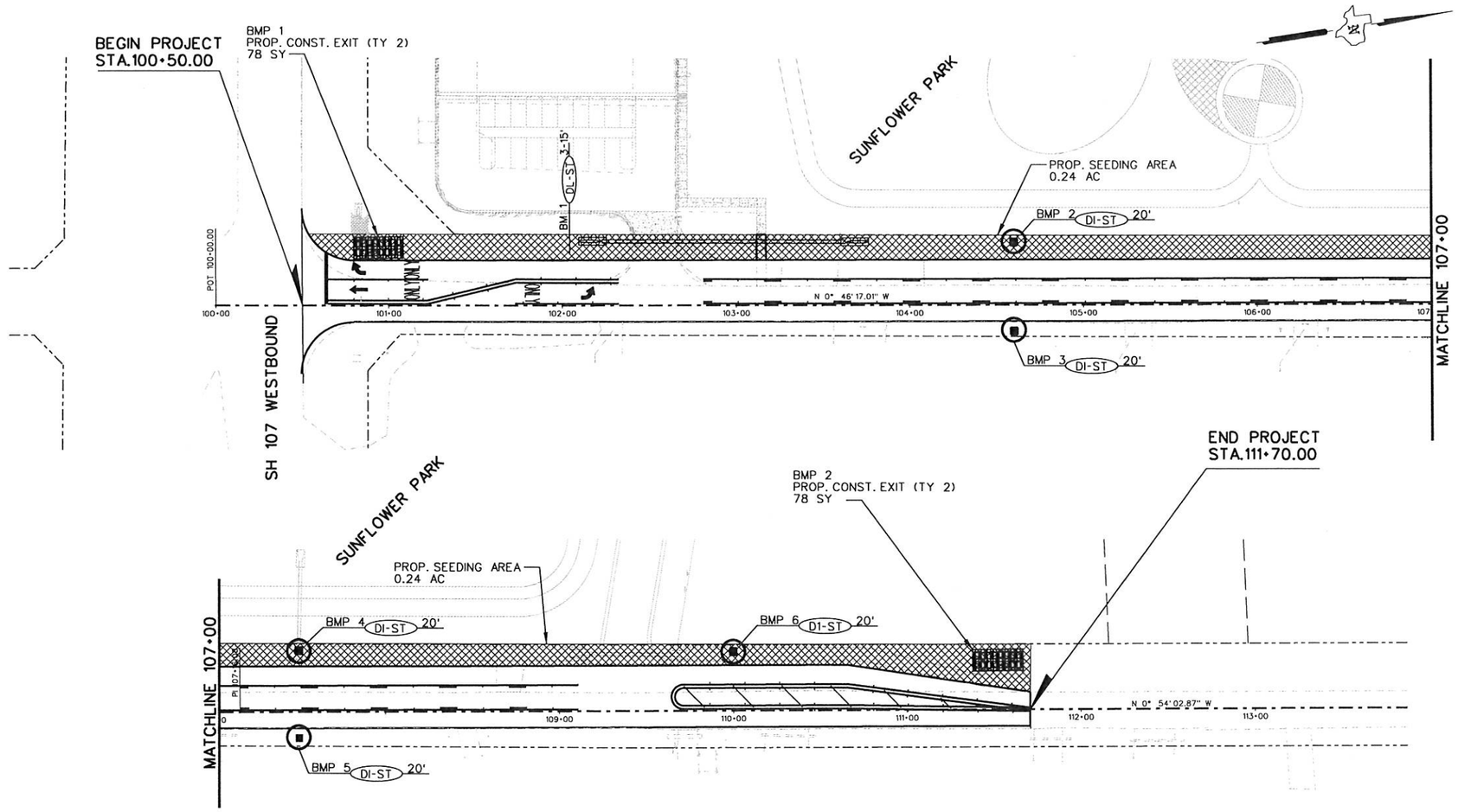
TxDOT STORM WATER POLLUTION PREVENTION PLAN (SW3P)

REV. 2-20-14 SW3P.DGN

FED.RD. DIV.NO.	PROJECT NO.		SHEET NO.
6			67A
STATE	DIST.	COUNTY	
TEXAS	PHARR	HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
-	-	-	SUNFLOWER

M:\Chris\Precinct 4\Sunflower\08 ENVIRONMENTAL\01 SW3P\Sunflower_sw3p.dgn

1/27/2017



SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
164	CELL FBR MLCH SEED(PERM)(RURAL)(SANDY)	AC	0.36
166	FERTILIZER (NON-PAY)	TON	180
168	VEGETATIVE WATERING	MG	55
506	BIOGRD EROSN CONT LOGS (12" DIA) INSTALL	LF	145
506	BIOGRD EROSN CONT LOGS REMOVE	LF	145
506	CONSTRUCTION EXITS (INSTALL)(TY 2)	SY	156
506	CONSTRUCTION EXITS (REMOVE)	SY	156

LEGEND

- PROP. CONSTRUCTION EXIT (TY 2)
- BMPX (CI-ST) XX' — PROP. CURB INLET SEDIMENT TRAP ID AND LENGTH
- BMPX (DI-ST) XX' — PROP. DROP INLET SEDIMENT TRAP ID AND LENGTH (LF)
- BMPX (DL-ST) XX' — PROP. DITCH LINE SEDIMENT TRAP (LOG) ID AND LENGTH (LF)
- BMPX (RFD1) XX' — PROP. ROCK FILTER DAM (TYPE 1) ID AND LENGTH (LF)
- PROP. SEEDING AREA

I.D.	TCP PHASE INSTALLED	DATE INSTALLED	DATE REMOVED
BMP 1	1		
BMP 2	1		
BMP 3	1		
BMP 4	1		
BMP 5	1		
BMP 6	1		

NOTES:
1. EROSION CONTROL DEVICES MAY BE MODIFIED TO MEET FIELD CONDITIONS OR AS DIRECTED BY THE PROJECT ENGINEER
2. DISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITY HAS CEASED, TEMPORARILY OR PERMANENTLY, SHALL BE STABILIZED WITHIN 14 DAYS UNLESS ACTIVITIES ARE SCHEDULED TO RESUME, AND DO, WITHIN 21 DAYS.
3. FERTILIZER IS NON-PAY. SUBSIDIARY TO SEEDING (ITEM 164). APPLICATION RATE = 500 LBS/AC
4. VEGETATIVE WATERING APPLICATION RATE = 3394 GAL/AC @ 45 CYCLES
5. PERMANENT SEEDING TO BE DONE AFTER ALL ROADWAY CONSTRUCTION IS COMPLETED.
6. FRONT END LOADER WORK RATE = 0.5 HR/INLET

STATE OF TEXAS
JULIO CESAR CERDA
90524
LICENSED PROFESSIONAL ENGINEER

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER ROAD SW3P LAYOUT

SCALE: 1" = 300' SHEET 1 OF 1

DRAWING:		FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:		6	TEXAS					Sunf.
ENGINEER:		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK:		PHR	HIDALGO					67B
REVIEW:								
CK:								

1/27/2017 M:\Chris\Precinct 4\Sunflower\08 ENVIRONMENTAL\03 SW3P Layouts\Sunflower Rd_SW3P_02.dgn

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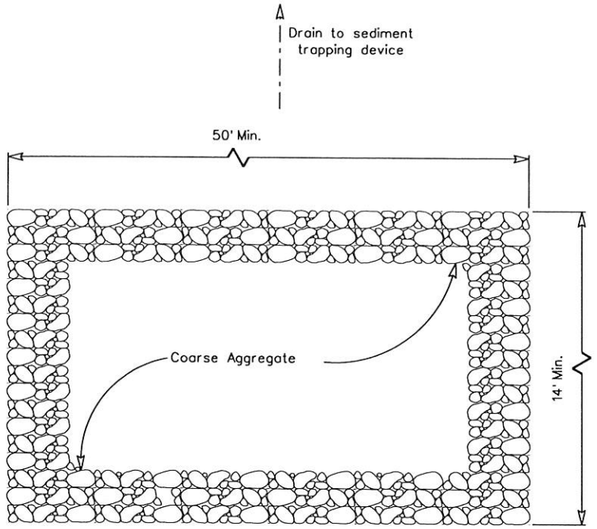
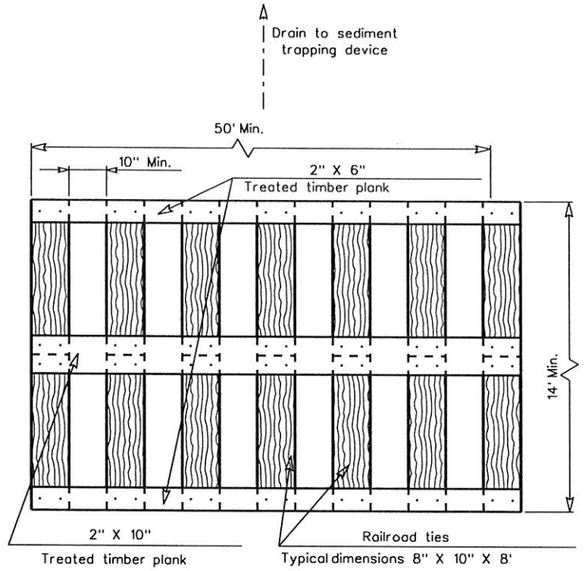


PLAN



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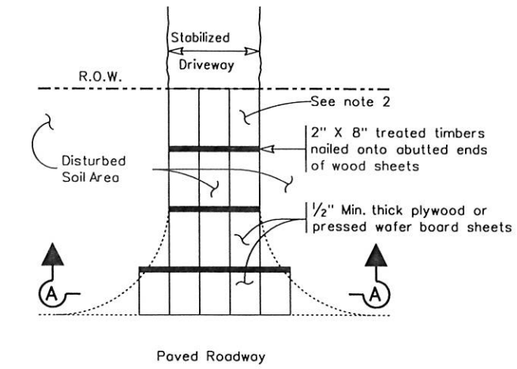

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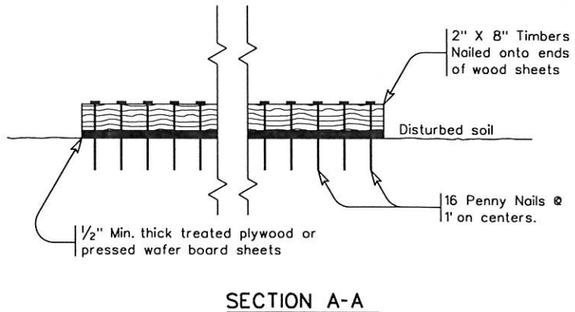
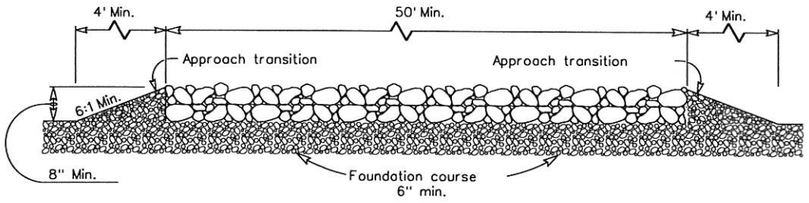


SECTION A-A

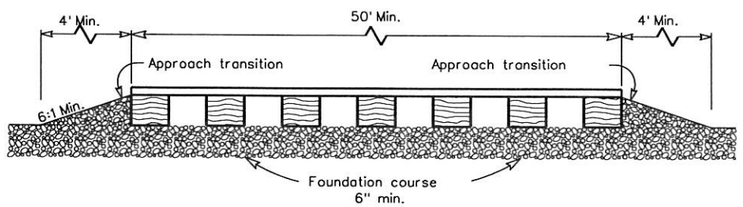


PROFILE

CONSTRUCTION EXIT (TYPE 1)

GENERAL NOTES

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.



PROFILE

CONSTRUCTION EXIT (TYPE 2)

GENERAL NOTES

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad ties with ½"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

CONSTRUCTION EXIT (TYPE 3)

GENERAL NOTES

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Texas Department of Transportation
Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

CONSTRUCTION EXITS

EC(3)-93

FILE: ec393.dgn	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
©TxDOT June 1993	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
		HIDALGO		68

DATE:
FILE:

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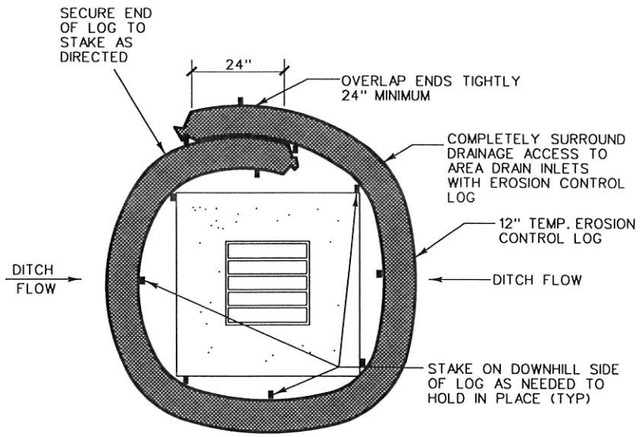
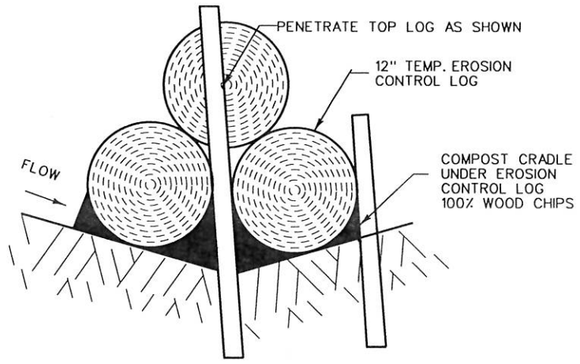


DROP INLET SEDIMENT TRAP

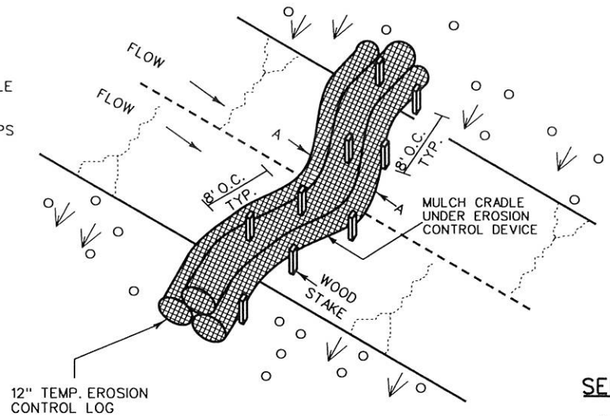
NTS

DI-ST



DITCH LINE SEDIMENT TRAP A-A

DL-ST



DITCH LINE SEDIMENT TRAP

DL-ST

PLANS SHEET LEGEND

DI-ST — DROP INLET SEDIMENT TRAP

DL-ST — DITCH LINE SEDIMENT TRAP

BOCI-ST — BACK OF CURB INLET SEDIMENT TRAP

ROW-ST — RIGHT OF WAY SEDIMENT TRAP

CI-ST — CURB INLET SEDIMENT TRAP

SEDIMENT BASIN & TRAP USAGE GUIDELINES

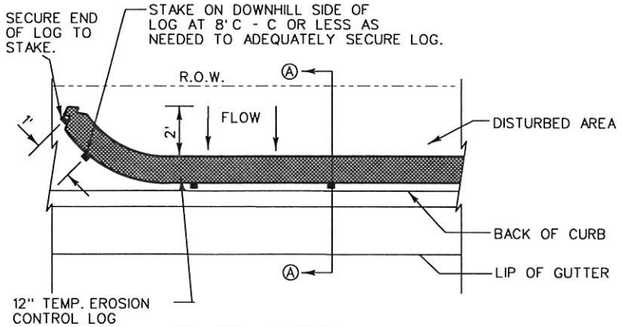
A sediment trap may be used to precipitate sediment out of runoff draining from an unstabilized area.

Traps: the drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Sediment traps should be placed in the following locations:

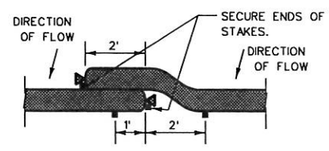
1. Immediately preceding drain inlets
2. Just before the drainage enters a water course
3. Just before the drainage leaves the right of way
4. Just before the drainage leaves the construction limits where drainage flows away from the project

The trap should be cleaned when the capacity has been reduced by ½ or the sediment has accumulated to a depth of 1', whichever is less.
Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for seperately.



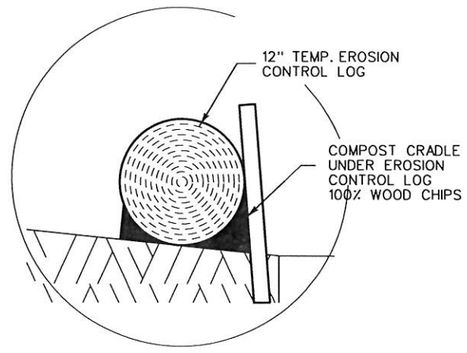
PLAN VIEW

NTS

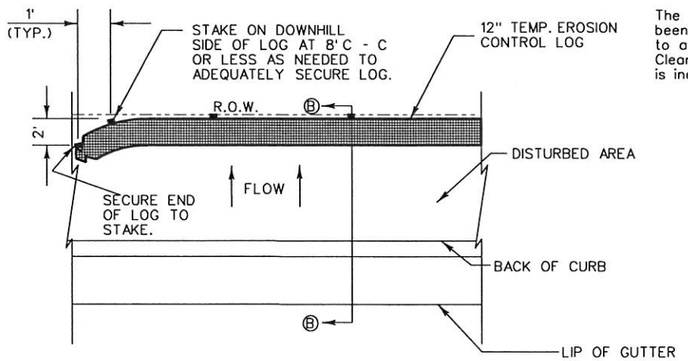


LAP DETAIL

NTS



COMPOST CRADLE

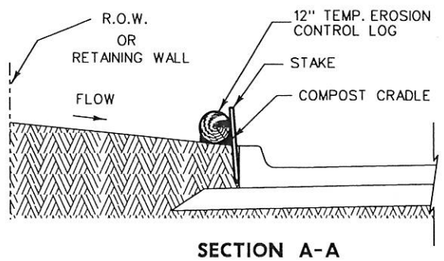


PLAN VIEW

NTS

GENERAL NOTES

1. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED. MAXIMUM LENGTH OF LOGS SHALL BE 30' FOR 12" DIAMETER LOGS.
2. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
3. STUFF LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE DENSITY THAT WILL HOLD SHAPE WITHOUT EXCESSIVE DEFORMATION.
4. STAKES SHALL BE 2" X 2" WOOD 4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG.
5. COMPOST CRADLE MATERIAL IS INCIDENTAL AND WILL NOT BE PAID FOR SEPARATELY.

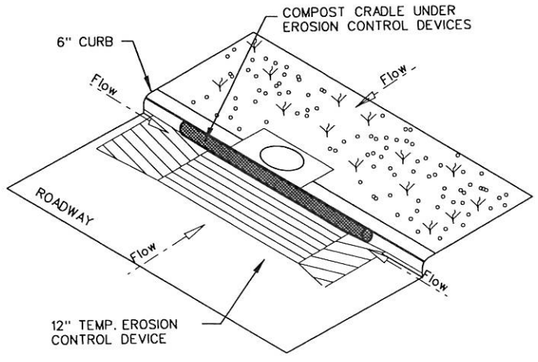


SECTION A-A

BACK OF CURB INLET SEDIMENT TRAP

NTS

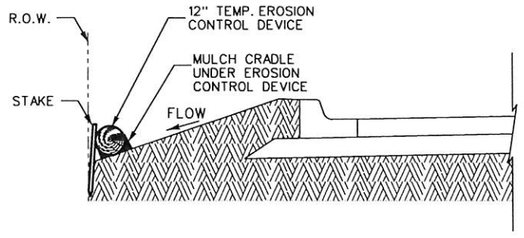
BOCI-ST



CURB INLET SEDIMENT TRAP

NTS

CI-ST



SECTION B-B

RIGHT-OF-WAY SEDIMENT TRAP

NTS

ROW-ST

PHARR DISTRICT STANDARD

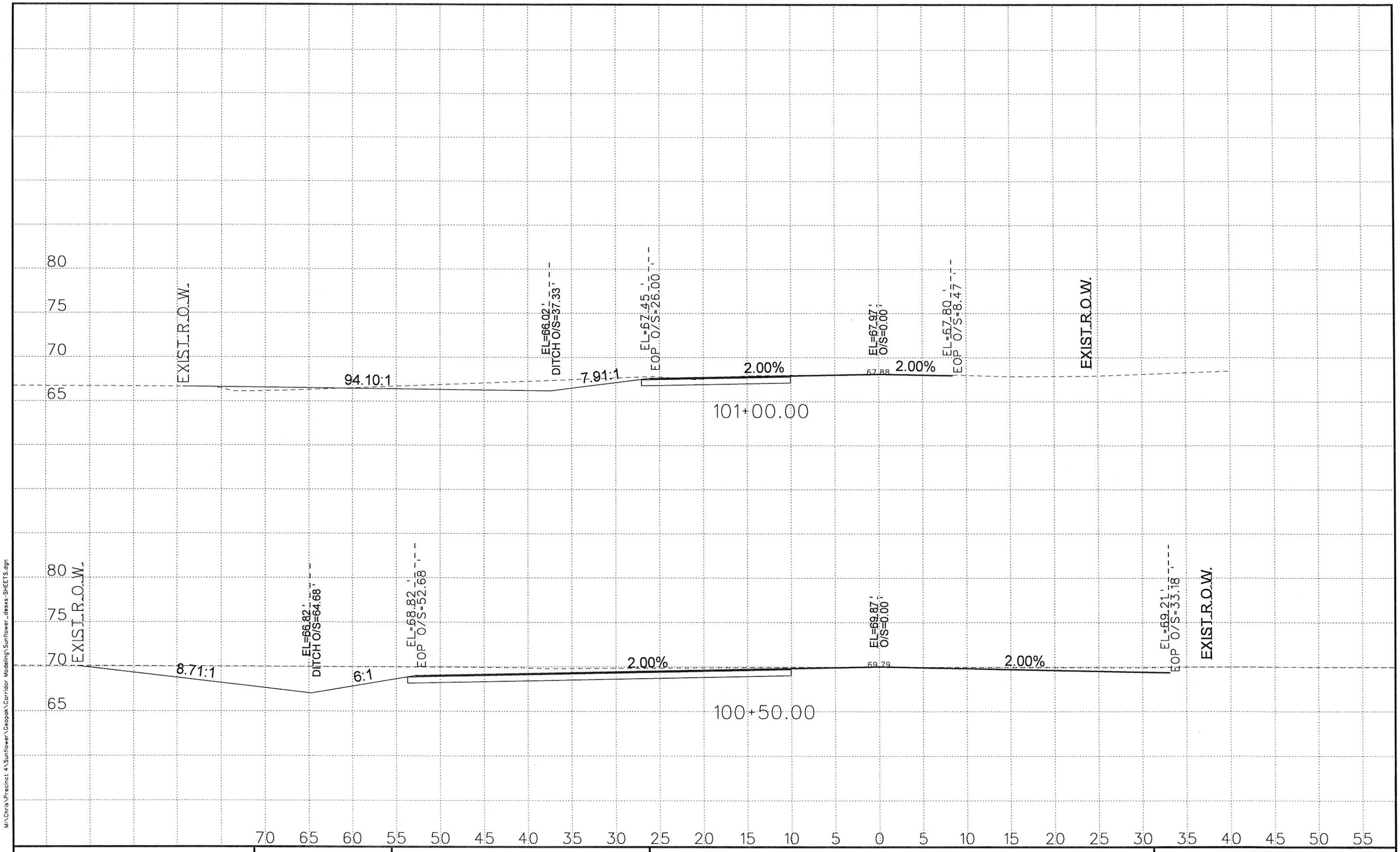
Texas Department of Transportation

© TxDOT 2006

TEMPORARY EROSION CONTROL LOGS
TECL-06 (PHR)

FILE: ec393.dgn	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
© TxDOT June 1993	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				69

LEVELS DISPLAYED
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 32
33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48
49 50 51 52 53 54 55 56 57 58 59 60 61 62 63



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1/27/2017

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER
CROSS SECTIONS

DESIGN
CROSS SECTIONS

SCALE: 1" = 10'

DN:		FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
CK DN:		6	TEXAS				
DW:		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
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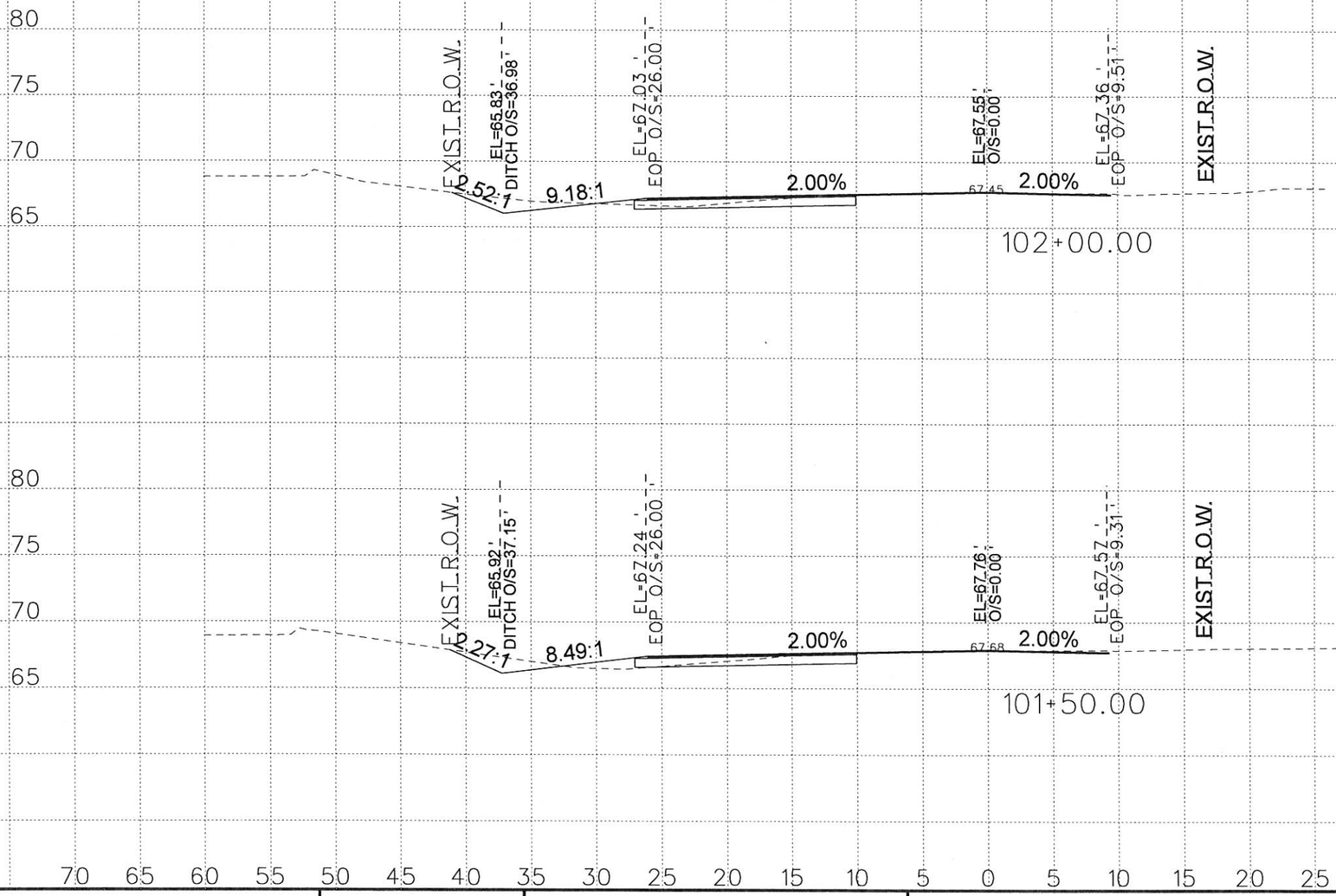

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1/27/2017

P4

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER CROSS SECTIONS

DESIGN
CROSS SECTIONS
SCALE: 1" = 10'

DN:		FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN:		6	TEXAS					
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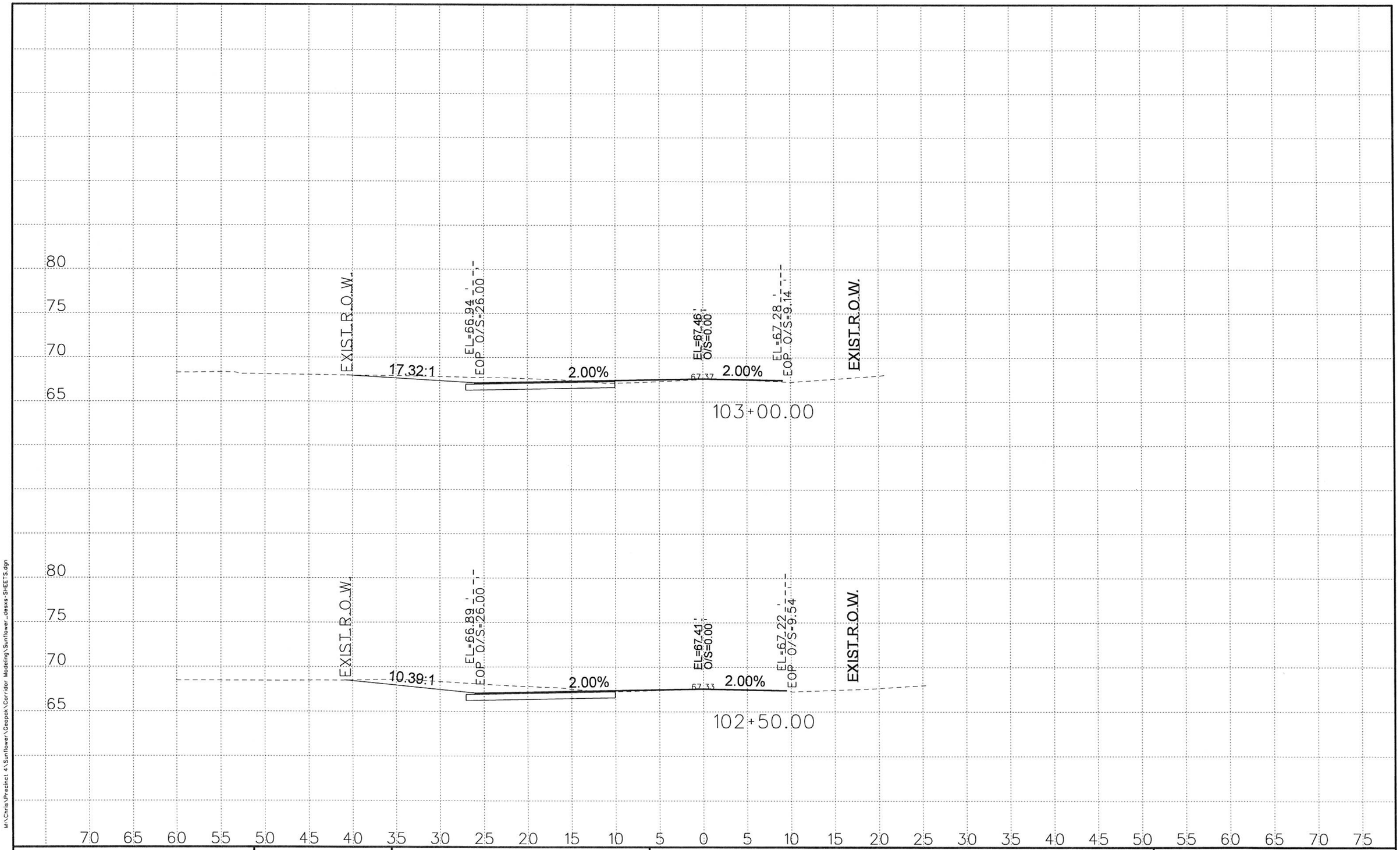

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1/27/2017

P4

SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER CROSS SECTIONS

DESIGN CROSS SECTIONS

SCALE: 1" = 10'

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CK DN:	6	TEXAS					
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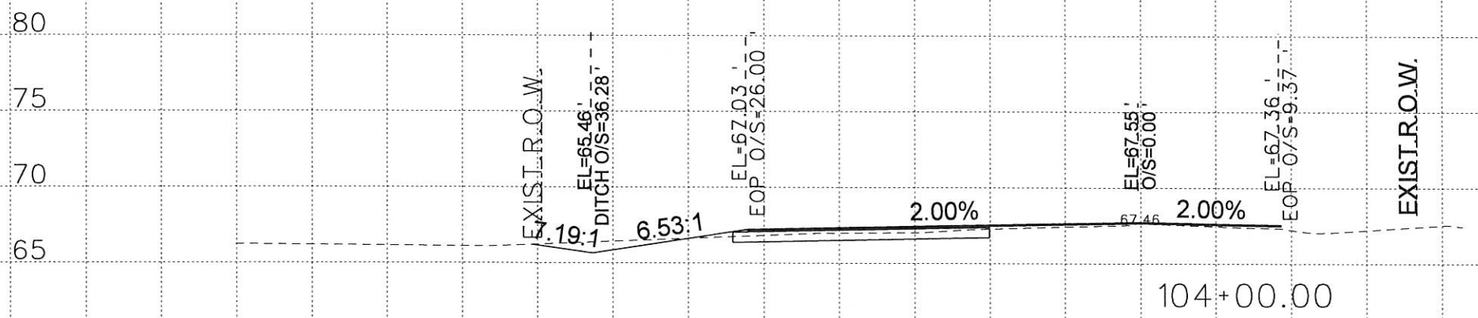

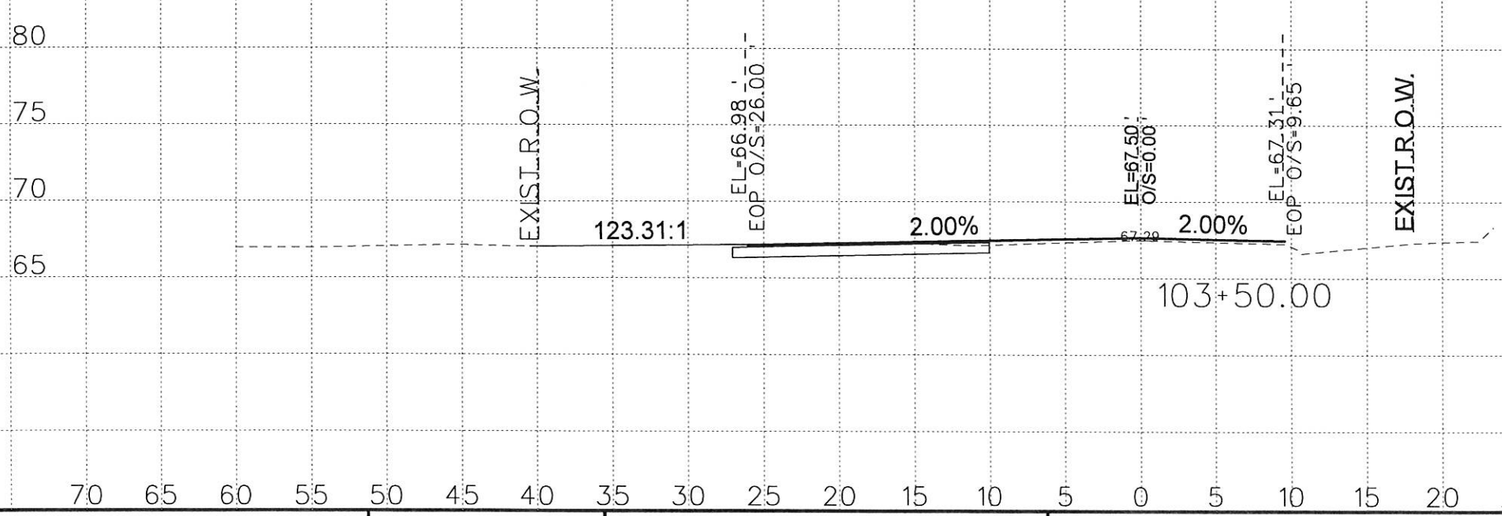

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1/27/2017

SOUTH TEXAS INFRASTRUCTURE GROUP

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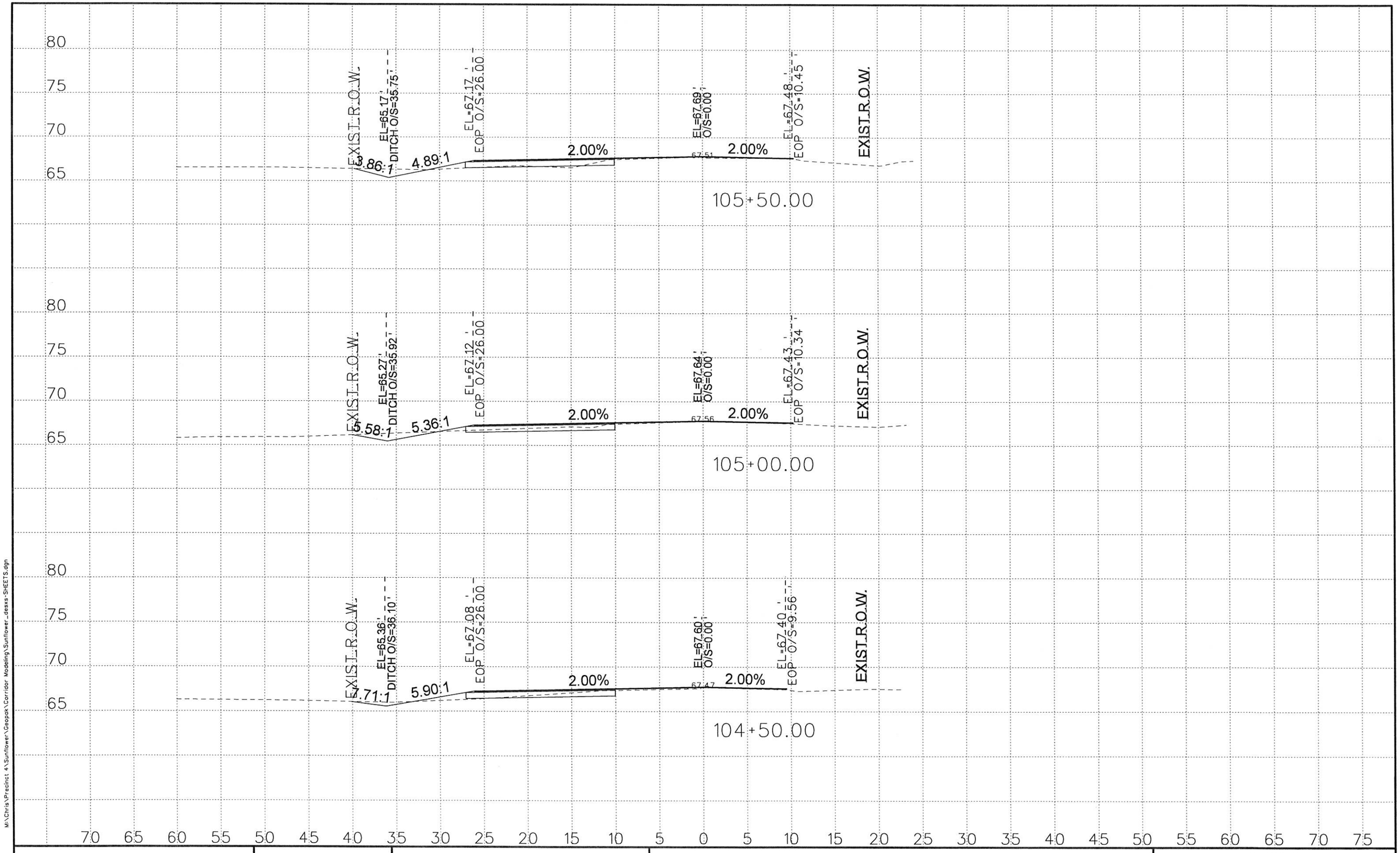

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1/27/2017

P4

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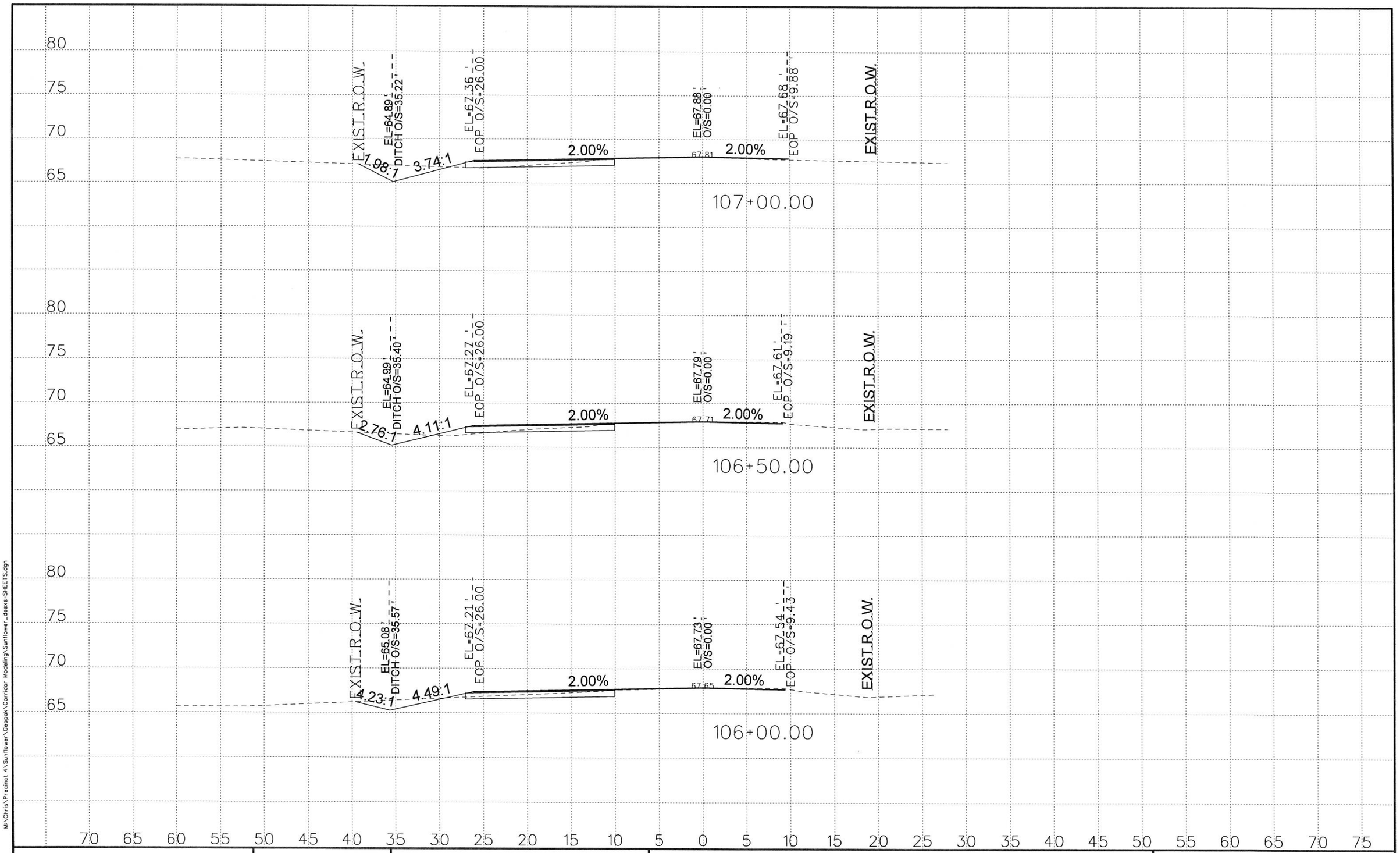

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P4

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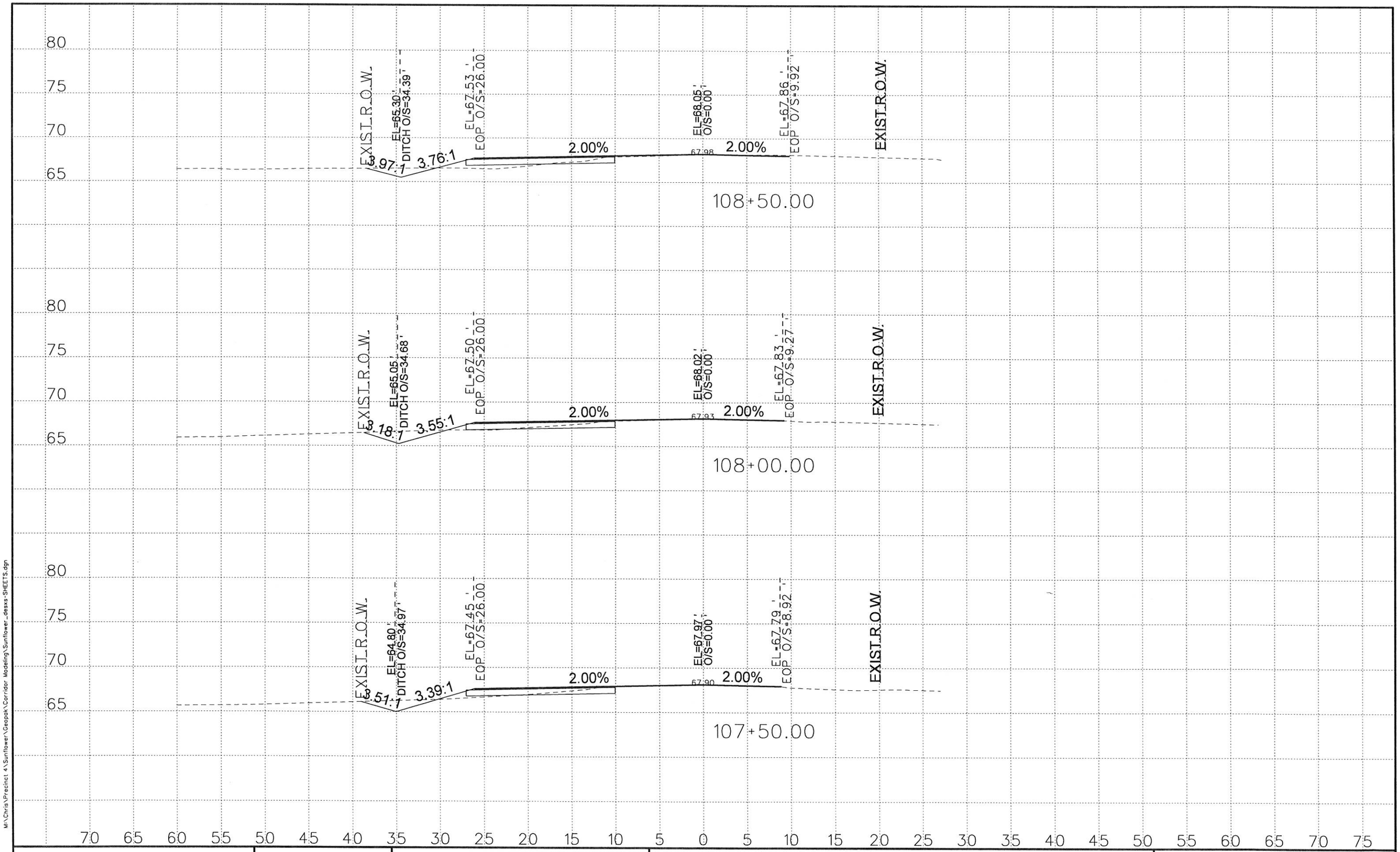

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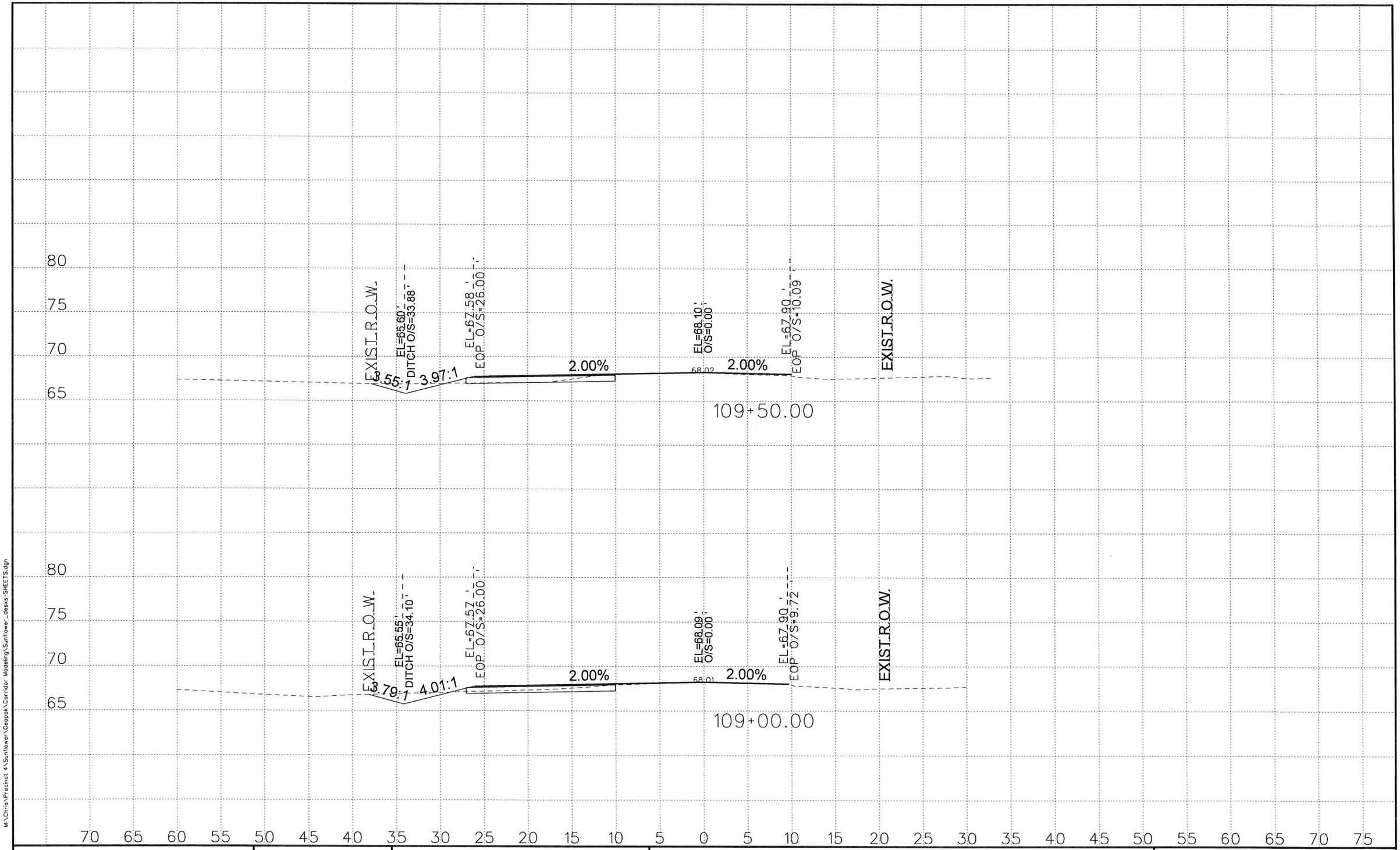

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SOUTH TEXAS INFRASTRUCTURE GROUP

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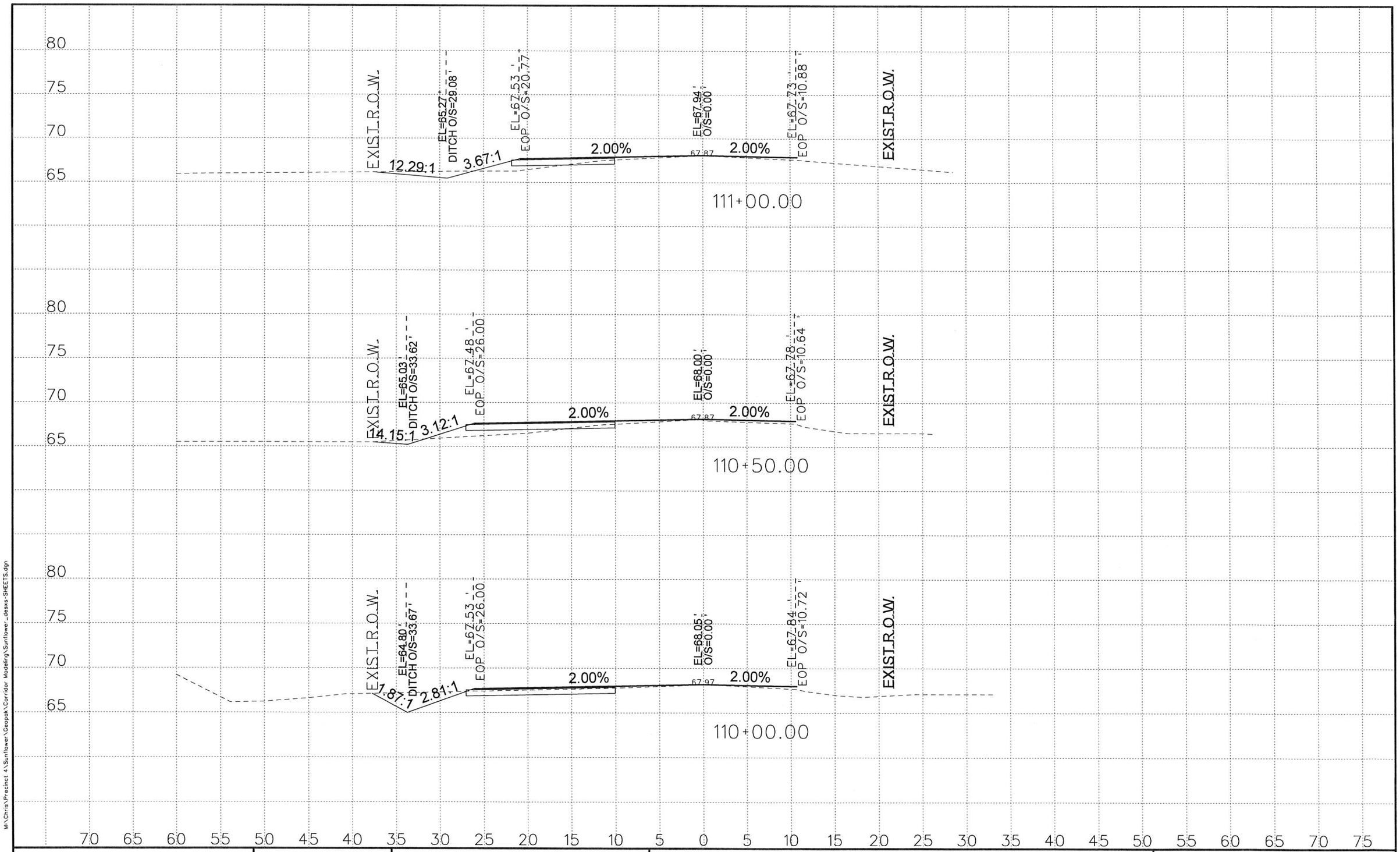

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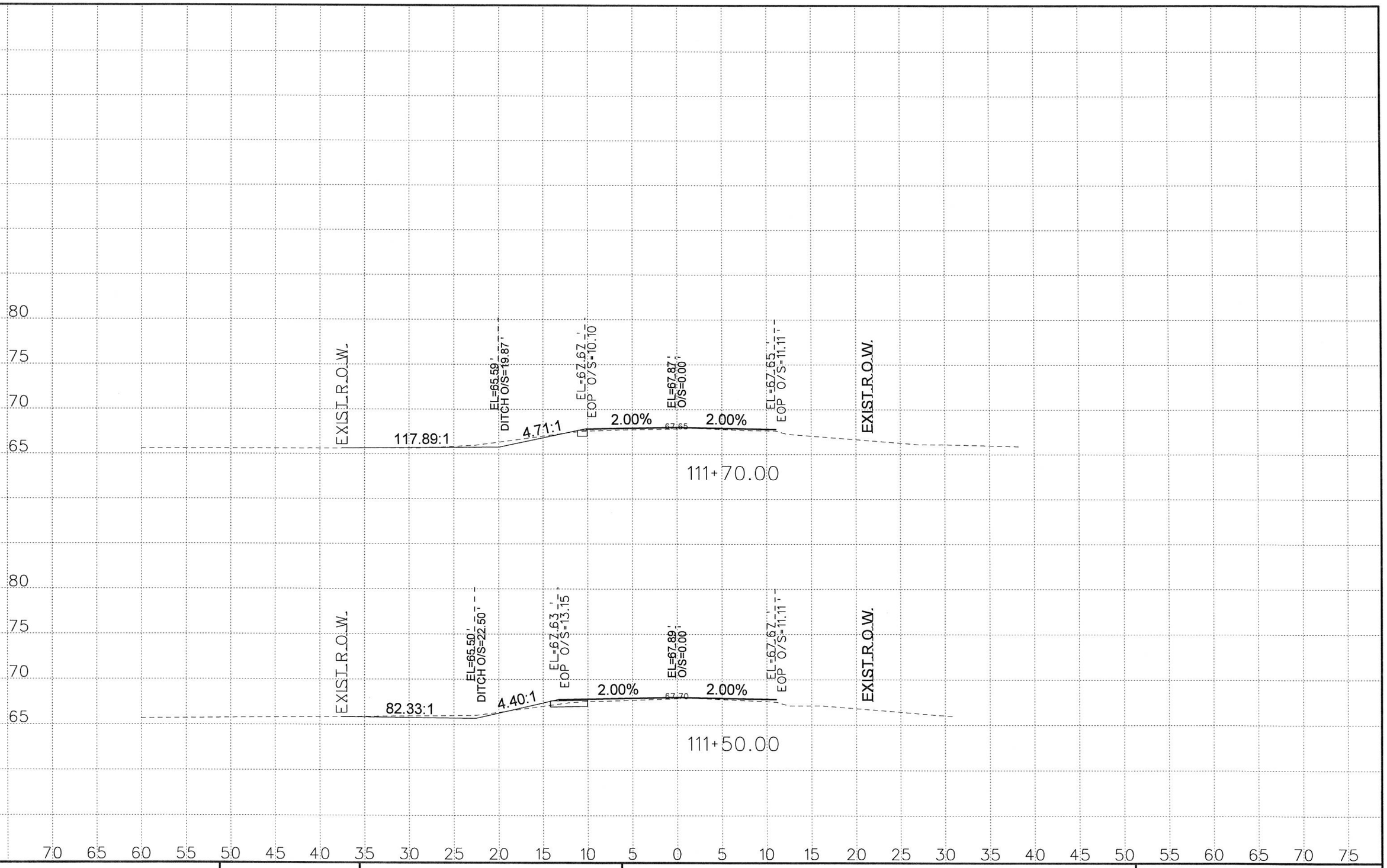

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SOUTH TEXAS INFRASTRUCTURE GROUP

SUNFLOWER CROSS SECTIONS

DESIGN CROSS SECTIONS

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CK DW:	PHR	HIDALGO					
TR:							
CK TR:							

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-17-128-06-27

This Agreement, entered into this **27th** day of **June, 2017** by and between Hidalgo County (hereinafter called the "OWNER," and, **RGV Asphalt, L.L.C.** (a Texas corporation), of Donna, of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: Hidalgo County Precinct No. 4 - "Road Improvements to Sunflower Road"
PROJECT LIMITS: From Mile 17 Road To SH 107 Road
PROJECT NO.: 2017-128-05-24-HGO

NAME OF PROJECT

Hereinafter called the project, for the sum of **One Hundred Seventy-One Thousand Seven Hundred Thirty-Eight Dollars and Fifty Cents ($171,738.50)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **South Texas Infrastructure Group, L.L.C.**, entitled the Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **Eighty (80)** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **Five Hundred Dollars and Zero Cents ($500.00)** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, **June 27, 2017**.

CONTRACTOR: _____

Print Name & Title: Alvaro Torres, Managing Member/Owner

Name of Firm: RGV Asphalt, L.L.C.

Address: 722 E. Anderson Road
Donna, Texas 78537

Fed I.D. #/SS #: 81-1719346

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 5th day of July, 2017 by Alvaro Torres (Title) of and on behalf of RGV Asphalt, L.L.C. (A corporation).

JESSICA L. MENDIOLA
NOTARY PUBLIC
STATE OF TEXAS
MY COMMISSION EXPIRES
NOVEMBER 12, 2018

Notary Public-Signature

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

BY: _____
Steve Crain

DATE: 7-6-17

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

AI-60558 **Purchasing Department** **21. C. 2.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting approval of a professional services agreement #C-17-168-07-11 with MTME, LLC d/b/a MODERN TECHNOLOGY-MODERN ENVIRONMENT for the purposes of "professional engineering services" for the: (GWSAP) - "GROUND WATER, GAS MONITORING and GROUNDWATER DATA EVALUATION at CLOSED LANDFILL SITE" located within HIDALGO COUNTY PRECINCT #4, and, (in order to remain in compliance with TCEQ).

2. Requesting approval of a professional services agreement #C-17-195-07-11 with RABA-KISTNER, INC. for (on call)-"GEO TECHNICAL and CONSTRUCTION MATERIALS TESTING SERVICES" for projects located within HIDALGO COUNTY PRECINCT NO. 4

3. Acceptance and approval of Work Authorization No. 4 (with an estimated cost of $ 16,777.52) as submitted by project engineer, B2Z Engineering, LLC for the purposes of a “Feasibility Study Phase of the existing architectural plans for the Mechanical Shop" located at Hidalgo County Precinct No. 4, in connection to "on call" agreement #C-16-329-09-06 for:[R/B, C.I.P. and Other Projects in General] .

BACKGROUND

Contract - MTME, LLC
Contract - Raba- Kistner
WA4- B2Z (Mechanical Shop) Feasability Study
Approved by legal as to form
Precinct 4 approval and recommendation

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-432-00-124-001-0-334

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

BUDGETARY IMPACT:

MTME LLC; PO #724748 will be liquidated by Pct. 4 staff, thus making funds available for new contract. Prorated contract amount for 2017 is $18,717.00 (refer to Exhibit B "Cost Proposal"); an emergency transfer will be prepared to fund the additional funds of $5,568.40 to fund the prorated amount for year 2017.

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-124-075-0-334

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

BUDGETARY IMPACT:

WA 4 for B2Z Engineering, funds pending approval of transfer AI #60585, CC 7-11-17

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-124-007-0-721

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

BUDGETARY IMPACT:

Raba-Kistner, LLC, services are "on call" on an "as needed" basis.

Attachments

MTME-Contract/1295/Legals approval
Email frm Pct 4-proceed with MTME
Raba-Kistner-Contract/1295/Legals approval
Email frm Pct 4-proceed with Raba-Kistner
B2Z-WA4 & 1295 (Feasability Study-Mech Shop)-Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/06/2017 02:01 PM
Budget & Management	Veronica Ortiz	07/06/2017 02:07 PM
Ivan Cantu	Ivan Cantu	07/07/2017 11:26 AM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Letty Saenz		Started On: 06/30/2017 05:07 PM
Final Approval Date: 07/07/2017		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-17-168-07-11

THIS AGREEMENT is made effective the **11th** day of **July, 2017**, by and between the **County of Hidalgo, Texas** ("County") and **MTME, LLC** d/b/a **Modern Technology-Modern Environment** ("Engineer").

W I T N E S S E T H:

WHEREAS, the County requires engineering services for the: **"Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site - (GWSAP)"** located within **Hidalgo County Precinct No. 4** and ***(to remain in compliance with TCEQ),*** and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Engineer Services", and

WHEREAS, from which "Professional Engineer" has been selected from the "Pool" of pre-qualified Engineers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Engineer" are sometimes necessary to carry out the required Engineer activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," the County requested proposals from professional right-of-way Engineer to assist the County by providing review of Engineer services; and

WHEREAS, County has selected the Engineer to provide the review engineering services within ***Hidalgo County Precinct No. 4***, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Engineers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. Engineer agrees to provide to County **"Engineer Services"** for the **"Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site"** project located within **Hidalgo County Precinct No. 4,** and ***(to remain in compliance with TCEQ)*** as shown in Exhibit "A" attached hereto and entitled "Services to be provided by the Engineer". ***In the event the Engineer does not provide engineering services of the highest quality prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and engineering services are secured from another firm, Engineer will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Engineer that Hidalgo County has caused or delayed thus preventing the Engineer from meeting the specified agreed upon deadline to provide the engineering services, Engineer must advise with written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement. The County 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 County for the Engineer to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. Term. This Agreement is shall be for a period of **three (3) years**, effective, **July 11, 2017**, and will expire **July 10, 2020,** with the **County's option to extend/renew for an additional two (2) one (1) year terms,** (under the same rates, terms and conditions or unless sooner terminated as provided herein). The Engineer will not begin work or incur costs until authorized in writing by the County for each "Purchase Order".

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "B-1" attached

hereto payable against written invoice submitted by Engineer. The Engineer is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a purchase order, the Engineer shall undertake and complete the authorized work. The County or the Engineer can request conferences to be provided at the Engineer's office, the office of the County or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the Agreement period to change the scope of work, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment must be prepared and executed within the Agreement period. The County retains the right to reject any such amendment proposed by the Engineer unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the

Agreement period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished the County under this Agreement.

10. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an independent contractor and is not an employee of

Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Engineer, may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

15. Termination by County. If Engineer fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

16. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

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

19. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by 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
Attention: County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Engineer: **MTME, LLC**
d/b/a **Modern Technology – Modern Environment**
548 Naples Street
Corpus Christi, Texas 78404

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

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

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

24. Gender. 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

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

26. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

27. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

Approved by Commissioners' Court on _____, 2017.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

ENGINEER:
MTME, LLC d/b/a
Modern Technology – Modern Environment

By: _____

Printed Name: George M. "Mitch" Hudgins

Title: President

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Engineer
EXHIBIT B	-Engineering Rates
EXHIBIT B-1	-Engineering Cost Proposal and Fee Breakdown
EXHIBIT C	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

February 01, 2016

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2016-002-02-17-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2016-002-02-17-YZV

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2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
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5.	Attachment B –Procurement Form –Areas of Specialization	1
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7.	Exhibit D1, CIQ Conflict of Interest Questionnaire	3
8.	Exhibit D2, CIS-Conflict Disclosure Statement	3
9.	Exhibit E, Proposer's Affidavit	1
10	Vendor/Bidder Application and W-9 form	6
11.	Certification Regarding Debarment	1
12.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

February 01, 2016
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2016-002-02-17-YZV

Acceptance Due Date: FEBRUARY 17, 2016

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, three (3) copies of all qualifications and eight (8) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, *RFQ No.: 2016-002-02-17-YZV- "HIDALGO COUNTY (Including all funding sources, programs, and entities)* PROFESSIONAL ENGINEERING SERVICES POOL", and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 17, 2016.

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	FEBRUARY 17, 2016
Award of Contract	MARCH 16, 2016
Commence Work or Deliver Products	_____, 2016

16. HIDALGO COUNTY HOLIDAYS

2016 YEAR	
New Year's Day	01/01/2016
Martin Luther King Day	01/18/2016
President's Day	02/15/2016
Good Friday	03/25/2016
Memorial Day	05/30/2016
Independence Day	07/04/2016
Labor Day	09/05/2016
Columbus Day	10/10/2016
Veteran's Day	11/11/2016
Thanksgiving Day	11/24/2016 & 11/25/2016
Christmas Day	12/23/2016 &12/26/2016
New Year's Eve	12/30/2016

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and~~

~~acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- NOTICE:
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. “Private Communication” means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D-1, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

20. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFQ packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFQ No. as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: yolanda.velasquez@co.hidalgo.tx.us Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT will be included in packet as Exhibit "D-2".

COMPLETION AND SUBMISSION OF FORM CIS IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

27. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award.

Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

28. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **March 16, 2016 and ending March 15, 2017**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, FEBRUARY 17, 2015. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit,

(2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Wednesday, February 10, 2016** at 5:00 p.m. Responses will be sent to all applicants by **Friday, February 12, 2016 TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages and should include the following;

1) Area firm specializes in
2) Minimum years of experience
3) Project(s)

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight

the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

SCOPE OF SERVICES:

The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment

- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

    1. Copy of current license certification with state seal
    2. History of engineering certification from the State of Texas.
    3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION PROCEDURES/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (20)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY (20)**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   Responsiveness to RFQ:
   - Response is Clear;
   - Response is Well Organized;
   - Easy to Evaluate;
   - Appropriate to this RFQ

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL _____
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL _____
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL _____
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
➢ Reference Information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL _____
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

Firm/Participant's Name:_____

Evaluator: _____Department: _____

Project Name:_____Date:_____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2016-002-02-17-YZV

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Firm's Registration No.:	_____

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD	**CERTIFICATE OF INSURANCE**	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & 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 LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I _____ , authorized representative for _____ ,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $ _____

Automobile Liability: $ _____ General Liability: $ _____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I,_____ possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____
Authorized Signature Date

_____
Company

_____
Address

_____
City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____ , to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Affidavit. Signature of local government officer.

Local Government Code § 176.001(2-a): “Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 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.:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom?: □ Texas Building & Procurement Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: □ Yes □ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2016-002-02-17-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D-1" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____

_____ Exhibit "D-2"-CIS Form

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 3 Copies, and 8 CD's containing a complete copy of Response.

EXHIBIT "A"

SERVICES TO BE PROVIDED BY ENGINEER

SERVICES TO BE PROVIDED

[illegible]

Groundwater Monitoring

The groundwater monitoring task will include the sampling of nine (9) groundwater monitoring wells. The facility currently must conduct semi-annual detection monitoring (under the old GWSAP.) In addition, background monitoring (eight events) to comply with the 2006 rules revision will be conducted concurrently. Once background monitoring is complete, semi-annual detection monitoring (under the updated GWSAP) will continue.

Each groundwater monitoring event will be followed by a report. The reports will include: a groundwater surface contour plots, completed TCEQ Forms 0312, a summary of analytical data, and a comparison of the analytical data to the established statistical prediction limits for each well. Any Statistically Significant Increases (SSI's) indicated by the comparison will also be identified. Thus far, follow-up work as a result of SSI's or Changes (SSC's) have not required additional work because the revised GWSAP is anticipated. The scope of this proposal does not include any additional activity that could be required by TCEQ.

The report distribution will include: one original hard copy and one digital copy (PDF on disk) to TCEQ-Austin, one hard copy to TCEQ Region 15, one copy (PDF on disk) to Hidalgo County Precinct 4.

Landfill Gas Monitoring

The gas monitoring will include quarterly sampling of six (6) gas probes. The landfill gas reports will include a table of all monitoring results and will be distributed only to the County (hardcopy by U.S. Mail and e-mailed on request.) If, however, monitoring results indicate that the permitted limits are exceeded the TCEQ must also be notified. TCEQ may require additional activity that is not included in the scope of this proposal.

Landfill gas monitoring will be conducted along with the groundwater monitoring, with additional gas-only events to meet a quarterly schedule.

Groundwater Sampling and Analysis Plan (GWSAP) Modification

The submittal for the groundwater sampling and analysis plan will be reviewed and revised as necessary. Review/revision will include, at a minimum: the Landowner Map and List and; the updating of the date and seals for the plan. The modification forms will then be signed by the appropriate County official and will be submitted along with the plan to TCEQ. Any revisions required by TCEQ will be completed and submitted and then, notice of the modification will be mailed as instructed by TCEQ. Any follow-up required by TCEQ will be completed.

Establishment of Groundwater Statistical Prediction Limits

Following the completion of eight background monitoring events, the background data will be used to establish statistical prediction limits for future detection monitoring.

EXHIBIT "B"

ENGINEERING RATES

Modern Technology – Modern Environment
Rate Schedule as of January 2017

GENERAL DESCRIPTION	HOURLY BILLING RATES
Senior Engineer, P.E.	$140.00
Engineering Assistant	$85.00
Engineering Technician	$70.00
Draftsperson/CAD	$60.00
Word Processor/Project Support	$35.00
	Expense Rates
Vehicle mileage rate	$0.55 or current Comptroller's rate
Project Expenses	At cost

The above hourly rates include all employees' wages, payroll burdens, overhead, and profit. Where hourly rates apply, client is charged for time actually spent on the project. Non-project stenographic, general clerical and accounting work, general office expense, and general administrative costs are included in overhead. These costs are not billed separately.

EXHIBIT "B-1"

ENGINEERING COST PROPOSAL / FEE BREAKDOWN

ENGINEERING COST PROPOSAL

Groundwater and Landfill Gas Monitoring

The cost for each groundwater/gas monitoring event for personnel and equipment will be $7,200.
The cost for each groundwater/gas monitoring event for the report will be $3,200.
The cost for each groundwater/gas monitoring event for laboratory analytical cost will be $6,917.
Once the new GWSAP is approved, the analytical costs will be reduced to $ 4,901 for each event.

The cost for each stand alone gas monitoring event, including the report will be $1,400.

The total cost for a half-year with one groundwater/gas event and one gas-only events will be:
1 x ($7,200 + $3,200 + $6,917) + 1 x $1,400 = $18,717

The total cost for a calendar-year with two groundwater/gas events and two gas-only events will be:
2 x ($7,200 + $3,200 + $6,917) + 2 x $1,400 = $37,434

The total cost* for the initial 3-year period is:

2017** $37,434
2018 $37,434
2019 $37,434
2020 $18,717 (1st half)

Total* $131,019

* The cost for each groundwater monitoring event will be adjusted downward for reduced laboratory analytical cost after the new GWSAP is approved. Savings from the reduced analytical criteria will be reflected in the amount billed.

**A first-half 2017 groundwater sampling event may not be possible given the contract start date. In which case, the monitoring cost for 2017 will be $18,717.

The invoice for each monitoring event will accompany or will follow shortly after submission of each report.

Groundwater Sampling and Analysis Plan (GWSAP) Modification

The cost for finalization of the GWSAP Modification and follow-up activities is expected to be no greater than $5,000 , including the $150 modification fee, and will be completed at the rates indicated in the Engineering Rates table.

Establishment of Groundwater Statistical Prediction Limits

The statistical limits will not be established during the initial three-year term because the background monitoring would not be complete. Given the time frame, a detailed quote is not provide but we expect the task to cost no more than $5,000. As we approach the time for this activity, we will prepare a quote.

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD®

Policy Number:

Date Entered: 11/112016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Kelly, Honeycutt & Price, Inc.
5151 Flynn Pkwy, Suite 310
Corpus Christi, Texas 78411

CONTACT NAME:
PHONE (A/C, No, Ext): (361)225-4200 FAX (A/C, No): (361)225-0166
E-MAIL ADDRESS: jim@khpinet.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurnace Company	
INSURER B : Admiral Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MTME, LLC dba Modern Technology-Modern Environment
George M (Mitch) Hudgins
548 Naples Street
Corpus Christi, TX 78404

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			FEI-ECC-18299-03	11/14/2016	11/14/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			FEI-ECC-18299-03	11/14/2016	11/14/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP0001205564	10/05/2016	10/05/2017	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B B	Professional Liability Contractors Pollution			FEI-ECC-18299-03 FEI-ECC-18299-03	11/14/2016 11/14/2016	11/14/2017 11/14/2017	Each Claim General Agg.	1,000,000 2,000,000

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

Blanket Additional Insured & Blanket Waiver Of Subrogation As Required By A Written Contract Included For General Liability & Contractor's Pollution. Blanket Waiver Of Subrogation As Required By A Written Contract Included For Workers' Compensation.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Attn: Purchasing Dept.
2802 S. Business Hwy 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Barbara J. Price

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Produced using Forms Boss Plus software. www.FormsBoss.com; Impressive Publishing 800-208-1977

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:
2017-231578

Date Filed:
07/03/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
MTME, LLC
Corpus Christi, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
HIDALGO COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-17-168-07-11
Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site - (GWSAP)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hudgins, George	Corpus Christi, 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.

PATSY DIVINA GOMEZ
My Notary ID # 125902470
Expires June 1, 2021

George M. Hudgins
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said George Hudgins, this the 5 day of July, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Patsy Gomez — Printed name of officer administering oath | New Accounts — 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:
2017-231578

Date Filed:
07/03/2017

Date Acknowledged:
07/05/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

MTME, LLC
Corpus Christi, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HIDALGO COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-17-168-07-11
Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site - (GWSAP)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hudgins, George	Corpus Christi, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve as to form - Prof Svcs Agreement# C-17-168-07-11- MTME, LLC-GWSAP-PCT 4

From : Steve Crain <scrain@atlashall.com> Mon, Jul 03, 2017 09:04 AM

Subject : RE: Review & Approve as to form - Prof Svcs Agreement# C-17-168-07-11- MTME, LLC-GWSAP-PCT 4 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract is OK.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, June 30, 2017 2:43 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Maria Lucio <maria.lucio@co.hidalgo.tx.us>
Subject: Re: Review & Approve as to form - Prof Svcs Agreement# C-17-168-07-11- MTME, LLC-GWSAP-PCT 4

Mr. Crain-
Please review and approve with revisions as advised.

Please advise.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

From: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Cc: "Marynel Trevino" <mntrevino@atlashall.com>, "Jose caso" <jose.caso@co.hidalgo.tx.us>, "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "steven cruz" <steven.cruz@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, June 30, 2017 2:23:02 PM
Subject: Review & Approve as to form - Prof Svcs Agreement# C-17-168-07-11-MTME, LLC-GWSAP-PCT 4

Good afternoon, Mr. Crain-
Please review and approve as to form Professional Services Agreement #**C-17-168-07-11** (attached hereto) for the purposes of: : **"Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site - (GWSAP)"** located within **Hidalgo County Precinct No. 4.**

Note: will be placed on the next CC agenda for acceptance and approval of final document.

Please advise.

Respectfully,
Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

~WRD266.jpg
825 B

Zimbra **leticia.saenz@co.hidalgo.tx.us**

Re: MTME Cost Proposal for Pct 4 Closed Landfill Contract C-17-168-06-13

From : Jose Luis Caso <jose.caso@co.hidalgo.tx.us> Thu, Jun 29, 2017 07:51 AM

Subject : Re: MTME Cost Proposal for Pct 4 Closed Landfill Contract C-17-168-06-13

To : Martin Ramirez <martin.ramirez@co.hidalgo.tx.us>

Cc : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>, Joseph Palacios <joseph.palacios@co.hidalgo.tx.us>, Maria Lucio <maria.lucio@co.hidalgo.tx.us>, steven cruz <steven.cruz@co.hidalgo.tx.us>, Nick Perez <nick.perez@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>

Let's proceed with the existing contractor / vendor.

Thanks, Pepe Caso
Chief of Staff - Hidalgo County Precinct 4

----- Original Message -----
From: "Martin Ramirez" <martin.ramirez@co.hidalgo.tx.us>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Cc: "Joseph Palacios" <joseph.palacios@co.hidalgo.tx.us>, "Jose caso" <jose.caso@co.hidalgo.tx.us>, "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "steven cruz" <steven.cruz@co.hidalgo.tx.us>, "Nick Perez" <nick.perez@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>
Sent: Wednesday, June 28, 2017 7:40:10 AM
Subject: Re: MTME Cost Proposal for Pct 4 Closed Landfill Contract C-17-168-06-13

Good Morning

I recommend we keep MTME as the contractor for the monitoring activities at the Pct. 4 Closed Landfill.

Martin Ramirez
Environmental Compliance Coordinator
2818 S. Business Highway 281
Edinburg, TX 78539-6243
(956) 318-2980 main
(956) 292-7000 ext 4082
martin.ramirez@co.hidalgo.tx.us

----- Original Message -----
| From: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
| To: "Martin Ramirez" <martin.ramirez@co.hidalgo.tx.us>
| Cc: "Joseph Palacios" <joseph.palacios@co.hidalgo.tx.us>, "Jose caso" <jose.caso@co.hidalgo.tx.us>, "Maria Lucio"
| <maria.lucio@co.hidalgo.tx.us>, "steven cruz" <steven.cruz@co.hidalgo.tx.us>, "Nick Perez"
| <nick.perez@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Darlene H. Betancourt"
| <darlene.betancourt@co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>
| Sent: Tuesday, June 27, 2017 5:08:17 PM
| Subject: Re: MTME Cost Proposal for Pct 4 Closed Landfill Contract C-17-168-06-13
|
| Mr. Ramirez-
|
| What is status on your review and recommendation for the referenced proposal
| submitted by MTME for: the GWSAP - Monitoring of the Closed Landfill at
| Precinct 4?
|
| Please advise as soon as possible in order to proceed with placing a final
| negotiated agreement on our next CC agenda for final approval.
|
| Your prompt attention and cooperation is required.
|
| Respectfully,
|
| Leticia H. S aenz, 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
|

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-17-195-07-11

THIS AGREEMENT is made effective the **11th** day of **JULY, 2017** by and between **HIDALGO COUNTY, TEXAS,** ("County") and **RABA KISTNER, INC.** McAllen, a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing **"GEO TECHNICAL"** and **"CONSTRUCTION MATERIALS TESTING SERVICES" (on an as needed basis)** for projects within **HIDALGO COUNTY PRECINCT No. 4** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from professional engineers to assist the County by providing the Services;

WHEREAS, 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), and;

WHEREAS, County has selected the Engineer to provide the Services within **Hidalgo County Precinct No. 4**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services to be performed by County as described in Exhibit "A" attached hereto and entitled "Scope of Services to be provided by the County." Engineer agrees to provide to County with the work described in Exhibit "B", "Scope of Services to be provided by the Engineer".

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement is for a period of **one (1) year**, effective **July 11, 2017,** and will expire **July 10, 2018** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D".

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each Work Authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or

expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 23 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the

County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer

fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

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

22. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the

attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:	County of Hidalgo Attention: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to Engineer:	**Raba Kistner, Inc.** Attn: Isidoro Arjona, PE, PMP, Vice President 800 East Hackberry McAllen, Texas 78501

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

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

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

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

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

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

30. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

31. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

ENGINEER: RABA KISTNER, INC.

By: _____

Printed Name Isidoro Arjona

Title: P.E./PMP/Vice President

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: _____ , 2017.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

January 17, 2017

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (all funding sources, programs & entities)**
Request for Qualifications - "***Professional Engineering Services-Construction Materials & Geo Technical Testing Pool***"
RFQ Bid No: 2017-007-02-01-FAZ

Dear Gentleman/Ladies:

Enclosed, please find the Request for Qualifications (RFQ) packet. Modifications and new requirements have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Qualifications process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626 x 4854.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/faz
Enclosures

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

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HIDALGO COUNTY
"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"
RFQ No: 2017-007-02-01-FAZ

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2.	Request for Qualifications, Legal Notice	10
3.	Exhibit A, Requirements / Attachment "A"	12
4.	Exhibit B, Evaluation Criteria	2
5.	Exhibit C, Insurance Requirements/Insurance & Project Acknowledgment forms	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.	Exhibit H, Proposers Affidavit	1
11.	RFQ Submittal Checklist	1

The above mentioned items shall be found in this Request for Qualifications-RFQ 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

Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2017-007-02-01-FAZ

Acceptance Due Date: **February 01, 2017**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Matilde "Maty" Faz, Buyer II (956) 318-2626 Ext. 4854
matilde.faz@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**Hidalgo County (Including all funding sources, programs, and entities) "*Professional Engineering Services-Construction Materials & Geo Technical Testing Pool*",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, three (3) copies** of all qualifications and **eight (8) CDs in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ: 2017-007-02-01-FAZ Hidalgo County (Including all funding sources, programs, and entities) *"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"*,** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281- Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 01, 2017.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your RFQ:

   1. **Legal Notice (See page 10);**
   2. **Insurance pages with Acknowledgment Forms (See Exhibit "C");**
   3. **Form CIQ-Conflict of Interest Questionnaire (See Exhibit "D");**
   4. **Vendor Bidder Application & W-9 forms (See Exhibit "E");**
   5. **Certification Regarding Debarment (See Exhibit "F");**
   6. **Proposer's Affidavit (See Exhibit "H"); and**
   7. **SAMS.gov Registration Acknowledgement (See Number 17 below).**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
    - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**
    - Invoices must include:
        a) Name and address of successful respondent
        b) Name and address of receiving department or official
        c) Purchase Order Number and Contract number (if any)

d) Notation- **"Hidalgo County (Including all funding sources, programs, and entities) RFQ: 207-007-02-01-FAZ- Hidalgo County (Including all funding sources, programs, and entities) *"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"*,**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
956-318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**February 01, 2017**
Award of Contract:	2017
Commence Work or Deliver Products:	2017

16. HIDALGO COUNTY HOLIDAYS:

2017 YEAR	
New Year's Day	**01/02/17**
Martin Luther King Day	**01/16/17**
President's Day	**02/20/17**
Good Friday	**04/14/17**
Memorial Day	**05/29/17**
Independence Day	**07/04/17**
Labor Day	**09/04/17**
Columbus Day	**10/09/17**
Veteran's Day	**11/10/17**
Thanksgiving Day	**11/23/17-11/24/17**
Christmas Day	**12/25/17-12/26/17**
New Year's Eve	**12/29/17**

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed by a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.
- 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 qualification, and prior to the commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. 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.

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 qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**

  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D-1, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. 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 RFQ packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFQ No. 2017-007, as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to matilde.faz@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

22. If, during the life of any contract or qualification awarded, the successful respondents' net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

23. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondents' 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 Countys' civil service system.

26. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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. County reserves the right to terminate contract immediately in the event of breach or default by successful respondent, or in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

28. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

29. Successful respondent 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 Qualifications shall be subject to Countys' approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the items' 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 respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

33. Respondents must provide all documentation requested with this Qualification in their response (except for CIQ Form if NOT APPLICABLE). Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
For
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"
RFQ No: 2017-007-02-01-FAZ

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal / Mailing: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ No: 2017-007-02-01-FAZ

***This form is merely to be used as a guide for the used post ranking by commissioners' court only** Refer back to requirements page 8, negotiations process*

No.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ / Hour
02	Surveying and Sampling Soils for Highways	$ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ /Hour
04	HMA Level 1-A Certified Technician	$ / Hour
05	HMA Level 1-B Certified Technician	$ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ / Hour
07	ACI Certified Field Grade II Technician	$ / Hour
08	Geotechnical Engineer, P.E.	$ / Hour
09	Geotechnical Engineer, E.I.T.	$ / Hour
10	Secretarial, Report Preparation and Reporting	$ / Hour
11	Logger (In Conjunction with Engineer)	$ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + %
15	Barge Mobilization and Rental	Cost + %
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ / Foot
17	Borings in Soft Rock	$ / Foot
18	Rock Coring	$ / Foot
19	Standby Time (Drill Rig and Crew)	$ / Foot
20	Grout/ Bentonite Backfill	$ / Foot
21	Dozer/ Clearing Cost	Cost + %
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + %
24	All Other Outside Expenses	Cost + %
No.	**DESCRIPTION**	**UNIT COST**
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$ /Day
26	Laptop Computer Rental (w/ Printer)	$ /Wk

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ No: 2017-007-02-01-FAZ

27	Laptop Computer Rental (w/ Printer)	$	/Mo.
28	Concrete Beam Breaker	$	/Day
29	Concrete Beam Breaker	$	/Wk
30	Concrete Beam Breaker	$	/Mo.
31	Vacuum Extractor	$	/Mo.
32	Asphalt Thermometer (Provided w/ Technician)	NC	
33	Miscellaneous Expenses	Cost +	%
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**	
	SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	$	Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$	Ea
Tex-104-E	Determination of Liquid Limit of Soils	$	Ea
Tex-105-E	Determination of Plastic Limit of Soils	$	Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$	Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$	Ea
Tex-108-E	Determination of Specific Gravity of Soils	$	Ea
Tex-110-E	Part I Sieves thru 40	$	Ea
	Part II Sieves thru 200	$	Ea
	Additional Sieves	$	Ea
Tex-111-E	Minus 200 Sieve Analysis	$	Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$	Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$	Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	$	Ea
	Disturbed Soils and Base Materials (Part II)	$	Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$	Ea
Tex-128-E	Determination of Soil pH	$	Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$	Ea
	HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$	Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$	Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$	Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$	Ea
Tex-203-F	Sand Equivalent Test	$	Ea

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ No: 2017-007-02-01-FAZ

Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$	Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST	
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$	Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$	Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$	Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$	Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$	Ea
Tex-217-F	Determination of Deleterious Material and Decantation	$	Ea
	Test for Coarse Aggregate	$	Ea
Tex-224-F	Determination of Falkiness index	$	Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$	Ea
	CONCRETE SECTION		
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	$	Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	$	Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$	Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$	Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$	Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$	Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$	Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$	Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$	Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$	Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$	Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C	
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C	
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$	Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$	Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$	Ea
Tex-460-A	Determination of Crushed Face Particle Count	$	Ea

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ No: 2017-007-02-01-FAZ

TEX METHOD	TEST DESCRIPTION	UNIT COST
	ASPHALT SECTION	
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **March 16, 2017 and ending March 15, 2018**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statement of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICE-CONSTRUCTION MATERIALS GEO TECHNICAL TESTING POOL" RFQ No: 2017-007-02-01-FAZ** "Request For Qualifications" as specified herein. Statement of Qualifications will be accepted until **9:30 A.M., Wednesday, February 01, 2017. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, three (3) copies, and eight (8) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statement of qualification responses be sealed, clearly marked and/or labeled with the Company's name, RFQ No. 2017-007-02-01-FAZ, "Professional Engineering Services – Geo-Technical & Construction Materials Testing", Opening Date of February 01, 2017 and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

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 contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 BIDDER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "H") certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify, in writing, the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department via **facsimile to (956) 292-7612** or via **e-mail to matilde.faz@co.hidalgo.tx.us BY NO LATER THAN Monday, January 23, 2017 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 25, 2017. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue ink*.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT (if applicable):
All selected and awarded firms are required, if applicable, to adhere to the Davis-Bacon Act.

SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will/may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the projects needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to three (3) pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDot Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in an appendix.** For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by STATE OF TEXAS.

SCOPE OF SERVICES:

The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction material testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to provide Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

CONSTRUCTION MATERIALS & GEO TECHNICAL TESTING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III
SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM:**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plan for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY:**
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS:**

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

➢ Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ.

Minimum Qualifications

The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications

The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications

The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications

Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ No: 2017-007-02-01-FAZ

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

➢ Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc...

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ No: 2017-007-02-01-FAZ

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	**5**	
Comments/Rationale for points:	**TOTAL**	
	TOTAL SCORE:	

Project Name: _____

Department: _____

Firm/Participant: Name: _____

Evaluator: _____ Date: _____

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					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- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

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.

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).

EXHIBIT "H"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires: _____, 20_____.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ No.: 2017-007-02-01-FAZ

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 10 of Legal Notice

_____ Exhibit "C" – Insurance & Project Acknowledgement forms

_____ Exhibit "D" - CIQ Form -Copy of Co. Clerk Recording fee receipt (if applicable)

_____ Exhibit "E" - Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" - Certification Regarding Debarment

_____ Exhibit "H" - Proposer's Affidavit

_____ SAMS.gov Registration - Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) and 8 CD's in PDF format (see number 2 of Legal Notice).

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

EXHIBIT "B"
Scope of Services

PROJECT: On Call-**Professional Geotechnical & Construction Materials Testing Services ("for all projects in general") within Hidalgo County Pct. No.4**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **Hidalgo County Precinct No.4** with **Geotechnical Engineering and Construction Materials Engineering and Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

Raba Kistner Consultants, Inc. (RKCI), will furnish the necessary equipment, materials, supplies, and incidentalsto perform the services required by this Contract: The anticipated scope of work includes the following:

Construction Materials Testing Services

RKCI will provide **Hidalgo County Precinct No. 4** with Construction Materials Testing Services on an "on-call" basis. The general services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine general conformance of these materials with the project plans and specifications.

- Field density testing of soils and base materials to determine the in-place compaction and moisture as required by project plans and specifications.

- Field sampling and testing of fresh concrete and Laboratory testing of hardened concrete to determine general conformance with project plans and specifications.

- Field Compaction testing of Asphalt to determine the in-place compaction during lay down operations.

- Field observation, sampling and testing of hot-mix asphaltic concrete materials to determine their materials properties and their general conformance with project plans and specifications.

- Any additional laboratory testing as required/requested by **Hidalgo County Precinct No.4.**

- Provide timely reporting to **Hidalgo County Precinct No.4** and other recipients as

designated by the Precinct.

The Scope of Work is identified as follows:

- ***Geotechnical Engineering Services***

RKCI will furnish the necessary equipment materials, supplies, and incidentals to perform the services required by this Contract: The work is as follows:

Geotechnical Engineering Services

Geotechnical Drilling Services

RKCI will provide drilling services for **Hidalgo County Pct. No.4.**
Soil samples will be removed from the sample apparatus during drilling operations. One of our Geologists or Engineering Technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be packaged to reduce moisture loss during transportation to our soils laboratory for testing. The tests performed on these samples may include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer that No. 200. Unconfined Compressive Strength, Dry Unit Weight tests and other laboratory tests may also be performed as necessary to provide classification and engineering characteristics of samples.

Drilling services may also include a 24-hour water level reading at each boring location. Piezometers, when required, will be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of the drilling, sampling, and subsurface water measurement operations, the boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, imported fill may be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled with bentonite.

Once the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are TxDOT and/or SPT Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test data obtained during the laboratory testing phase of the project. Proper description and location of strata, ground water elevations and test hole elevations may also be included in the Logs of Borings.

Engineering Services

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report, which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of' recovered soil samples and subsurface water conditions encountered. The report may also

provide engineering recommendations for:

- Pier capacity curves; and
- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report may also provide general comments and applicable construction guidelines. This information may assist in foundation and pavement selection.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Handling hazardous or contaminated soils or substances encountered during our field activities.

Hidalgo County Pct. No. 4 will be notified should these services become necessary for the completion of the field exploration activities.

RKCI will perform the state one-call for utility clearance prior to drilling activities.

Hidalgo County Pct. No. 4 will be responsible for obtaining any necessary permits or authorization to access the areas where the borings are to be drilled, and to provide **RKCI** with all available information regarding underground utilities within the drilling areas.

Schedule

Based on the requested services, it is estimated that the drilling operations can initiate within three (3) business days after receiving authorization to proceed. A project schedule will be developed based on the scope of each individual work authorization.

Engineering Services

RKCI will provide an engineer's review of the test results to determine general conformance with the project plans and specifications.

Scheduling of Services

RKCI is committed to serving the **Hidalgo County Precinct No. 4** construction materials testing needs. **RKCI** will make a reasonable effort to respond to the Clients' requests for service**. RKCI** prefers to schedule field and laboratory work with as much advance notice as possible. In order to prevent conflicts or delays in the delivery of services, **RKCI** requests that the service requests be made with a minimum 24-hour notice.

EXHIBIT C

-Engineer Contract Rates

ALKALI-SILICA REACTIVITY					
REFERENCE	**LABORATORY SERVICES**				
				2017 RATES	
ASTM C 1260	Potential Alkali Reactivity of Aggregate Mortar Bar Method				
	Fine Aggregate	2UKFA		$ 732.00	/ea
	Coarse Aggregate	2UKFF		$ 1,018.00	/ea
ASTM C 1260	Concrete Mix Design				
	Initial Mix with Two Components	2UKFG		$ 1,018.00	/ea
ASTM C 1567	Concrete Mix Design				
	Initial Mix with Multiple Components	2UKFK		$ 1,425.00	/ea
ASTM C 1012	Lengh Change of Hydraulic-Cement Mortars Exposed to a				
	Sulfate Solution	2UKFI		$ 1,800.00	/ea
ASTM C 227	Potential Alkali Reactivity of Cement-Aggregate Combinations				
	Mortar Bar Method	2UKFB		$ 650.00	/set
ASTM C 1293	Concrete Aggregates by Determination of Length Change of				
	Concrete Due to Alkali-Silica Reaction	2UKFC		$ 2,034.00	/ea
ASTM C 441	Effectiveness of Mineral Admixtures on Ground Blast Furnace				
	Slag in Preventing Excessive Expansion of Concrete Due to				
	Alkali-Silica Reaction	2UKFD		$ 1,086.00	/mix

APARTMENT STRUCTURAL OBSERVATION					
FIELD SERVICES					
	Shear Wall Anchorages	5Q430		$ 83.00	/hr
	Shear Wall Hurricane Straps	5Q431		$ 82.00	/hr
	Shear Wall Nailing Patterns	5Q432		$ 83.00	/hr
	Interior and Exterior Shear Walls	5Q433		$ 83.00	/hr
	Roof Trusses	5Q434		$ 83.00	/hr
	Floor Truss Framing	5Q435		$ 83.00	/hr

ASPHALTIC CONCRETE					
REFERENCE	**FIELD SERVICES**				
ASTM D 75	Sampling Raw Materials of Composite Mix				
	Technician Time	5QT00		$ 52.50	/hr
Asphalt Institute	Asphaltic Plant Observation - To Verify Aggregate Size				
Manual	and Quality, Batch Weights and Temperature				
	Technician Time	5Q401		$ 63.00	/hr
Asphalt Institute	Asphaltic Site Observation - To Observe Preparation,				
Manual	Laydown Operations, Asphaltic Concrete Temperatures,				
	Mat Thickness and Mat Density Determination				
	Technician Time	5Q419		$ 63.00	/hr
ASTM D 2950	Nuclear Density Test with Inspection	5Q0R5		$ 17.50	/ea
	Nuclear Density Test	5Q0M0		$ 22.25	/ea
	Coring (See Coring Fee Schedule)				
REFERENCE	**LABORATORY SERVICES**				
ASTM D 2172;	Extraction Test, Bitumen Content, Aggregate Sieve Analysis				
TxDOT, TEX-210-F	and Laboratory Density of Asphaltic Concrete	5UBMH		$ 303.75	/ea
ASTM D 2172;	Extraction Test, Bitumen Content Only	5UBMF		$ 155.50	/ea
TxDOT, TEX-210-F					
Hveem,	Molding Specimens				
TxDOT, TEX-206-F;	Hveem or Marshall	5UBW3		$ 68.00	/set
Marshall,					
ASTM D 1559					
TxDOT, TEX-207-F;	Laboratory Density Test	5UBJ0		$ 68.00	/set
ASTM D 2726	a) Molded Specimen	5UBW3		$ 68.00	/set
	b) Asphalt Core (Technician Time)	5Q411		$ 52.50	/hr
	Laboratory Core Density	5X129		$ 22.50	/ea
Hveem,	Stability Test				
TxDOT, TEX-208-F;	Hveem or Marshall (Hand Compactor)	5UB6L		$ 72.75	/set
Marshall,	Hveem (Gyro Compactor)	5UB6Q		$ 92.50	/set
ASTM D 1559					
Asphalt Institute	Corp of Engineers or FAA	2QWZW		$ 2,378.00	/ea
Manual and	TxDOT Quality Control/Quality Assurance	2QWZX		$ 2,378.00	/ea
TxDot;	TxDOT CMHB	2UKV0		$ 3,380.00	/ea
Mix Designs	TxDOT Calibration Mix and Pans	2WC1N		$ 398.00	/ea
	TxDOT Black Base Design, Item 345	2WC1P		$ 1,781.00	/ea

ASPHALTIC CONCRETE (Continued)					
REFERENCE	**LABORATORY SERVICES**				
TxDOT, TEX-200-F;	Sieve Analysis of Aggregate	5UB4B		$ 62.50	/ea
ASTM C 136					
TxDOT, TEX-203-F;	Sand Equivalent Test	5UPL0		$ 96.00	/ea
ASTM D 2419					
AASHTO TP 33	Fine Aggregate Angularity	5WCNC		$ 60.75	/ea
ASTM D 4791-95	Flat and Elongated Particles	5UB6B		$ 60.75	/ea
TxDOT, TEX-201-F;	Specific Gravity (Coarse or Fine Aggregate)	5UB5B		$ 51.50	/ea
ASTM C 127					
TxDOT, TEX-201-F;	Absorption (Coarse or Fine Aggregate)	5UBAB		$ 74.25	/ea
ASTM C 127					
TxDOT, TEX-411-A;	Sulfate Soundness (Time and Test)				
ASTM C 88	Preparation Time	2U002		$ 59.00	/hr
	a) Magnesium - 5 Cycle	2UB3S		$ 601.00	/ea
	b) Sodium - 5 Cycle	2UB3T		$ 535.00	/ea
ASTM C 131;	Los Angeles Abrasion Test (Time and Test)				
ASTM C 535	Los Angeles Abrasion Test (Small or Large Coarse Aggregate)	2UQR0		$ 232.00	/ea
Asphalt Inst. SP-2	Superpave TM Mix Design (Includes Aggregate, Specific Gravity				
TxDOT, Item 3066	and Sieve Analysis) (Does Not Include TSR)	2VREA		$ 7,350.00	/ea
AASHTO PP 28-95					
TxDOT, TEX-227-F;	Maximum Theoretical Specific Gravity (Rice Gravity)	5UBS0		$ 111.00	/ea
ASHTO T 209;					
ASTM D 2041					
TxDOT, TEX-226-F;	Moisture Sensitivity Test (Tensile Strength Ratio Test)				
AASHTO T 283;	with Freeze/Thaw	2VRE0		$ 637.00	/ea
ASTM D 4867	without Freeze/Thaw	2VRD0		$ 498.00	/ea
TxDOT, Item 3157	Cold Processed - Recycled Paving Material (RPM)				
	Mixture Design	2UB6S		Upon Request	
	Mixture Verifiction (QC) Strength,				
	Stability (Hveem, Modified Marshall)	2UB6R		$ 938.00	/set
TxDOT, TEX-126-E	Molding and Strength	2UB61		$ 456.00	/set
TxDOT, TEX-208-F	Molding and Hveem	5UB62		$ 174.00	/set
(Modified)					

ASTM D 1559	Molding and Marshall	5UB63		$ 162.00	/set
ASPHALTIC CONCRETE (Continued)					
TxDOT, TEX-103-E	Molded Moisture Content	2UQV0		$ 14.00	/ea
TxDOT, TEX-461-A	Micro-Deval Abrasion	2UL24		$ 290.00	/ea
(2005);					
ASTM D 6928-10					

BLAST MONITORING					
REFERENCE	**FIELD SERVICES**				
USBM	The Following Rates Include Travel Time Charges and				
	Technician Time Charges				
	Hourly Rate	5Q437		$ 83.00	/hr
	If Frequency Analysis is Required, R-K Needs to be				
	Notified at Least 3-Days in Advance of Blast Monitoring				
	Seismic Equipment Rental (Minimum of 1 Per Month)				
	Technician Time	Q437		$ 83.00	/hr
	Materials Engineer	TS		$ 170.00	/hr

BRICK					
REFERENCE	**FIELD SERVICES**				
	Masonry Observations	5Q410		$ 66.75	/hr
REFERENCE	**LABORATORY SERVICES**				
ASTM C 62	Compressive Strength				
	Preparation Time	5U002		$ 57.00	/hr
	Saw Cut (If Required)	5UL20		$ 1.30	/sq.in.
	Compressive Strength Testing of Standard Size Specimens	5UFH0		$ 34.00	/ea
	Initial Rate of Absorption (Lab)	5UFAM		$ 153.00	/ea
	Absorption Test	5UFA0		$ 44.00	/ea
	Modulus of Rupture (Standard Size)	5UEA1		$ 302.00	/set
	Freeze/Thaw	2VGLV		$ 452.00	/set
	Efflorescence	5UEA2		$ 450.00	/set
	Breaking Load	5UEA4		$ 244.00	/set

BUILT-UP ROOFING					
REFERENCE	**FIELD SERVICES**				
	Observation by Materials Technician During Installation				
	Including Verification of Materials, Asphalt Application				
	Rates, Proper Lapping of Felt Material, Proper Insulation				
	and Quantity of Aggregate	2Q410		$ 68.00	/hr
REFERENCE	**LABORATORY SERVICES**				
	Sample Testing and Analysis Including Determining				
	Number of Felt Paper Plies, Weight of Interply Layers				
	of Bituminous Material, Weight of Flood Coat and Weight				
	of Aggregate Surface Materials, and Photographs of				
	Each Item (Sampling by Others)				
ASTM D 3617	a) New Roofs Prior to Application of Flood Coat				
	and Aggregate Surfacing	2UND6		$ 535.00	/sample
ASTM D 2829	b) Existing Roofs	2UNE5		$ 608.00	/sample
	ROOF SURVEYS				
	Nuclear Gauge In-Place Moisture Measurements				
	at 10-ft. Centers	2Q420		$ 68.00	/hr
	Moisture Plume Identification	2Q420		$ 68.00	/hr
	Roof Layout with Moisture Readings	2Q420		$ 68.00	/hr

CEMENT TREATED BASE / SUBGRADE					
REFERENCE	**FIELD SERVICES**				
PCA	Sampling Raw Materials for Mix Verification				
	Technician Time	5QT00		$ 52.50	/hr
	Sampling Contractor Processed Material				
	Technician Time	5QT00		$ 52.50	/hr
REFERENCE	**LABORATORY SERVICES**				
PCA	Molding Controlled Processed Material	5VST5		$ 84.00	/ea
PCA	Unconfined Compressive Strength Testing	5VSGR		$ 38.00	/ea
ASTM D 559;	Durability (2 Specimens Per Set) (Percent Loss in 12 Cycles)				
ASTM D 560	Wet Dry/Freeze Thaw	2VS90		$ 732.00	/set
TxDOT, TEX-120-E	Cement Series Curve Determination Including Five Atterberg				
	Limits	2VSRS		$ 522.00	/ea
	Mix Design				
PCA	Mix Design - Cement Treated Base (Does Not Include				
TxDOT, TEX-120-E	Durability)	2VSRR		$ 1,454.00	/ea

CHEMICAL ADMIXTURE					
REFERENCE	**LABORATORY SERVICES**				
ASTM C 494	Residue on Oven Drying	2UK1V		$ 44.00	/ea
ASTM C 494	pH	2UK0W		$ 20.00	/ea
ASTM C 494	Specific Gravity by Hydrometer	2UK58		$ 23.00	/ea
ASTM C 403	Setting Time by Hydraulic Penetrometer	2UKNY		$ 144.00	/ea
ASTM C 494	Admixture Certification Program	2UKFE		Upon Request	
ASTM C 260	Admixture Certification Program	2UKFE		Upon Request	

CONCRETE					
REFERENCE	**FIELD SERVICES**				
ASTM C 31;	Sampling Concrete to Conduct Slump Tests, Measure Concrete				
ASTM C 172;	Temperature, Cast Test Specimens and Transport				
ASTM C 143	Test Specimens to Laboratory Next Day				
	Technician Time	5QT00		$ 52.50	/hr
	Pick-Up of Test Specimens	5Q055		$ 52.50	/hr
	Standby Time	5Q600		$ 52.50	/hr
ASTM C 39;	Cylinder Compressive Strength Testing and Reporting				
ASTM C 617	(In Conjunction with Sampling)				
	a) 6x12 or 4x8 - Normal Weight or Lightweight Structural				
	(Minimum of 4)	5QFXE		$ 16.25	/ea
	b) 3x6 - Lightweight Insulating Cellular				
	(Minimum of 6 - Includes Two Dry Densities)	5QNL0		$ 30.00	/ea
	c) "Hold" Cylinder (Additional Charge)	5QGP0		$ 11.25	/ea
	d) "Strip" Cylinder (Additional Charge)	5QGY0		$ 14.25	/ea
	e) Compressive Strength – 2”x2” Cubes (Min. of 3)	5QFXG		$ 19.50	/ea
	f) Compressive Strength – Grout Prizms (Min. of 3)	5QFXG		$ 19.50	/ea
	g) Dry Density - Concrete Cylinder	5QGMH		$ 54.75	/ea
ASTM C 78	Flexural Strength Testing and Reporting				
	(In Conjunction with Sampling Beams)	5QMXC		$ 48.00	/ea
	Air Content (In Conjunction with Sampling)				
ASTM C 231	a) Pressure	5QBT0		$ 30.75	/ea
ASTM C 173	b) Volumetric	5QB40		$ 40.50	/ea
AASHTO T 199	c) Chase	5QBE0		$ 19.00	/ea
ASTM C 138	Unit Weight	5QX00		$ 35.00	/ea
ASTM C 143	Additional Slump Test	5QGWA		$ 24.50	/ea
ACI 311;	Concrete Plant Observation - To Observe and Record Aggregate				
ACI 304	Types, Batch Weights, Concrete Consistency and Mixing Time				
	Technician Time	5Q422		$ 63.00	/hr
ACI 311;	Concrete Site Observation - To Record the Consistency of Concrete,				
ACI 304	Verify and Adjust Slump within Project Specifications and Sample				
	for Test Specimens				
	Technician Time	5Q422		$ 63.00	/hr
REFERENCE	**LABORATORY SERVICES**				
ACI 211.1	Hardrock Concrete Mix Design Calculations and				
	Proportioning to Include Six Confirmatory Cylinders				
	(Physical Properties Not Included)	5VUR0		$ 367.00	/ea

CONCRETE (Continued)					
REFERENCE	**LABORATORY SERVICES**				
ACI 211.1 (303.R)	Architectural Mix Design	2VAR0		$ 410.00	/ea
ACI 211.2	Lightweight Structural Mix Design	2VLR0		$ 385.00	/ea
ASTM C 270	Masonry Mortar Mix Design Including Six Cubes and				
	Water Retention (Physical Properties Not Included)	2VMVT		$ 410.00	/ea
ASTM C 1202	Chloride Ion Permeability	2QAOA		$ 325.00	/set
ASTM C 39	Cylinder Compressive Strength Testing and Reporting				
	F.O.B. Cylinders to Our Laboratory	5VGGK		$ 34.00	/ea
ASTM C 496	Splitting Tensile Strength of Concrete Cylinders				
	Tensile Test	2VT5B		$ 56.00	/ea
ASTM C 666	Freeze-Thaw Test	5VGLV		$ 452.00	/set
ASTM C 469	Determination of Young's Modulus of Elasticity				
	(Time, Test and Set-Up)	2VGJB		$ 104.00	/ea
ASTM C 803	Windsor Probe (includes Surface Preparation)	2VGLW		$ 106.00	/hr
ASTM C 805	Schmidt Rebound Number	5VGLX		$ 106.00	/hr
ASTM C 157	Length Change of Mortar or Concrete	5VGNN		$ 358.00	/set

CONCRETE AGGREGATES					
REFERENCE	**FIELD SERVICES**				
ASTM D 75;	Sampling Concrete Aggregates				
TxDOT, TEX-400-A	Technician Time	5QT00		$ 52.50	/hr
REFERENCE	**LABORATORY SERVICES**				
ASTM C 566	Moisture Content	5UQV0		$ 11.25	/ea
ASTM C 29;	Unit Weight (Coarse or Fine)				
	a) Loose	5UH9N		$ 44.75	/ea
	b) Rodded	5UH9N		$ 44.75	/ea
ASTM C 127;	Specific Gravity (Coarse or Fine)	5UB5B		$ 51.50	/ea
ASTM C 128;					
TxDOT, TEX-201-F					
ASTM C 123	Lightweight Particles (Plus Cost of Materials)	5UBMI		$ 71.00	/test
	Absorption				
ASTM C 127;	a) Normal Weight Aggregate (Coarse or Fine)	5UHAQ		$ 30.75	/ea
ASTM C 128;	b) Lightweight Aggregate (Coarse)	5UHAP		$ 30.75	/ea
TxDOT, TEX-201-F					
ASTM C 136;	Sieve Analysis (Dry) for ASTM C 33 Specification				
TxDOT, TEX-401-A	a) Coarse, Per Sample	5UH4J		$ 55.00	/ea
	b) Fine, Per Sample	5UH4K		$ 63.00	/ea
ASTM C 117;	Amount Finer Than No. 200 (Decantation)	5UH17		$ 60.75	/ea
TxDOT, TEX-406-A					
ASTM C 131;	Los Angeles Abrasion (Time and Test)	2UQR0		$ 232.00	/ea
ASTM C 535					
ASTM C 88;	Sulfate Soundness (Time and Test)				
TxDOT, TEX-411-A	Preparation Time	2U002		$ 59.00	/hr
	a) Magnesium - 5 Cycle	2UB3S		$ 601.00	/ea
	b) Sodium - 5 Cycle	2UB3T		$ 535.00	/ea
ASTM C 117;	Physical Properties of Aggregates - Includes Decantation,				
ASTM C 29;	Rodded Unit Weight, Specific Gravity, Absorption, Sieve				
ASTM C 127;	Analysis and Moisture Content (Per Aggregate Type and Size)				
ASTM C 128;	Conducted in Conjunction with Concrete Mix Design	5VGR3		$ 175.00	/ea
ASTM C 136;	Conducted Separate from Concrete Mix Design	5VG03		$ 228.00	/ea
ASTM C 566;					
TxDOT, TEX-406-A;					
TxDOT, TEX-404-A;					
TxDOT, TEX-201-F;					
TxDOT, TEX-401-A					

CONCRETE AGGREGATES (Continued)					
REFERENCE	**LABORATORY SERVICES**				
ASTM C 40;	Organic Impurities	5UH0U		$ 47.00	/ea
TxDOT, TEX-408-A					
ASTM C 2419;	Sand Equivalent Values	5UPL0		$ 96.00	/ea
TxDOT, TEX-203-F					
ASTM C 142	Clay Lumps and Friable Particles	5UHG0		$ 69.00	/ea
ASTM C 641	Staining Materials in Lightweight Concrete Aggregate	5UH7P		$ 69.00	/ea
ASTM D 3042	Acid Insoluble Residue	2UHB0		$ 212.00	/ea
TxDOT, TEX 461-A	Micro-Deval Abrasion	2UL24		$ 290.00	/ea

CONCRETE MASONRY UNITS					
REFERENCE	**FIELD SERVICES**				
	Masonry Observation	5Q515		$ 66.75	/hr
REFERENCE	**LABORATORY SERVICES**				
ASTM C 140	Compressive Strength Test				
	Compressive Strength Test	5UEH0		$ 80.00	/ea
	Absorption Test	5UEA0		$ 55.00	/ea
ASTM C 426	Drying Shrinkage of Concrete Block	2UEK1		$ 578.00	/pair
ASTM C 1314	Compressive Strength CMU Prism	2QMPT		$ 244.00	/ea

CORING					
REFERENCE	**FIELD SERVICES**				
ASTM C 42;	Technician Time and Equipment				
ACI 318	a) One Man	5Q412		$ 62.75	/hr
	b) Two Men	5Q413		$ 108.25	/hr
	c) Reinforcing Steel Detector	5QK0N		$ 39.75	/day
	d) Coring Rig	5QKJY		$ 121.25	/day
	e) Generator	5QK0Z		$ 102.00	/day
	Bit Wear				
	a) Limestone Aggregate	5QD0L		$ 4.75	/in.-in.
	b) Quartz Aggregate (River Gravel)	5QDU0		$ 5.50	/in.-in.
REFERENCE	**LABORATORY SERVICES**				
ASTM C 42	Sawed Ends for Compressive Strength Tests				
	a) Limestone Aggregate	2UL20		$ 1.25	/sq.in.
ASTM C 39;	Compressive Strength of Concrete Cores Includes				
ASTM C 42;	Measurements, Capping and Testing	5QFXF		$ 26.00	/ea
ASTM C 174;					
ASTM C 617					
	Report Photographs			Cost +15%	
	Laboratory Air-Dried Unit Weight	5QXAF		$ 18.25	/ea

DRILLED-AND-UNDERREAMED PIERS					
REFERENCE	**FIELD SERVICES**				
	This Service is Provided to Observe and/or Record the				
	Following Items:				
ACI 336.1	a) Specification Dimensions of Shaft and Bell				
	b) Identification of Foundation Bearing Stratum				
	c) Cleanliness of the Pier Excavation Bottom				
	d) Size, Grade, Length, Concrete Cover and Orientation				
	of Reinforcing Steel				
	e) Consistency of Concrete Placed in the Pier				
	Technician Time				
	a) Hourly	BQ410		$ 66.75	/hr
	Cylinders Cast in Conjunction with Observation	5QFXE		$ 16.25	/ea

FLY ASH					
REFERENCE	**LABORATORY SERVICES**				
ASTM C 311	Moisture Content	2UQV0		$ 14.00	/ea
ASTM C 311	Loss of Ignition	2WCU0		$ 40.00	/ea
ASTM C 311	Available Alkalies	2WCE0		$ 115.00	/ea
ASTM C 430	Fineness, No. 325 Sieve Analysis	2WCN9		$ 72.00	/ea
ASTM C 311	Soundness, Autoclave	2WCD0		$ 255.00	/ea
ASTM C 311	Pozzolanic Activity; Portland Cement	2WCXF		$ 438.00	/ea
ASTM C 311	Pozzolanic Activity; Lime	2WCXR		$ 184.00	/ea
ASTM C 311	Increase of Drying Shrinkage of Mortar Bar	2WCKU		$ 334.00	/ea
ASTM C 618	ASTM C 618 Chemical Analysis	2WCCG		$ 423.00	/ea
ASTM C 618	ASTM C 618 Physical Analysis	2WCCW		$ 1,032.00	/ea
ASTM C 595	Water-Soluble Fraction	2WC5E		$ 50.00	/ea
ASTM C 188	Specific Gravity	2UK50		$ 72.00	/ea

GROUND PENETRATING RADAR (GPR) SERVICES					
REFERENCE	**FIELD SERVICES**				
ASTM D 6432	The following Rates Include Travel Time Charges and				
	Technical Time Charges				
	Hourly Rate	2Q402		$ 68.00	/hr
	GPR Equipment	QQ80M		$ 600.00	/day
	Materials Engineer	TS		$ 170.00	/hr

LIME					
REFERENCE	**FIELD SERVICES**				
National Lime	Continuous Observation to Monitor and Record Equipment				
Association	Functions, Specific Gravity of the Lime Slurry and Observation				
	of Stabilization Location and Depth				
	Technician Time	5Q402		$ 65.75	/hr
REFERENCE	**LABORATORY SERVICES**				
ASTM D 422;	Sieve Analysis of Pulverized Materials for Gradation Compliance	5UQ4X		$ 73.75	/ea
TxDOT, TEX-101-E,					
Pt. II					
ASTM D 4318;	Lime Series Curve Determination Including Five Atterberg Limits	5VSPN		$ 442.00	/ea
TxDOT, TEX-112-E					

PORTLAND CEMENT					
REFERENCE	**LABORATORY SERVICES**				
ASTM C 183	Standard Method of Sampling Hydraulic Cement	2U005		$ 59.00	/hr
ASTM C 109	Compressive Strength of Hydraulic Cement Mortars	2Q403		$ 30.00	/ea
	(Using 2-in. or 50mm Cube Specimen)				
ASTM C 185	Air Content of Hydraulic Cement Mortar	2WHAU		$ 62.00	/ea
ASTM C 266;	Time of Setting of Hydraulic Cement by Gillmore/Vicat Needles	2WHIN		$ 68.00	/ea
ASTM C 191					
ASTM C 151	Autoclave Expansion of Portland Cement	2WHD0		$ 244.00	/ea
ASTM C 187	Normal Consistency of Hydraulic Cement	2WHWH		$ 62.00	/ea
ASTM C 188	Specific Gravity of Hydraulic Cement	2UR50		$ 72.00	/ea
ASTM C 430	Fineness of Hydraulic Cement by the No. 325 Sieve	2WCN9		$ 72.00	/ea
ASTM C 451	Early Stiffening of Portland Cement (Paste Method)	2WHM0		$ 62.00	/ea
ASTM C 114	Chemical Analysis	2WHBG		$ 450.00	/ea
ASTM C 91	Water Retention of Masonry Cement	2WH52		$ 115.00	/ea
ASTM C 150	Chemical Analysis	2WHBG		$ 450.00	/ea
	Physical Analysis	2WHBW		$ 892.00	/ea

PRECAST CONCRETE PLANT OBSERVATION					
REFERENCE	**FIELD SERVICES**				
PCI MNL-117	Plant Observation - To Verify Compliance with the Project				
	Specifications and Fabrication Drawings to Maintain				
	Consistent Workmanship				
	Materials Engineer			$ 170.00	/hr
	Technician Time	5Q423		$ 66.75	/hr
	Cylinders	5QFXE		$ 16.25	/ea
	Job-Site Erection Observation				
	Technician Time	5Q423		$ 66.75	/hr

SOILS					
REFERENCE	**FIELD SERVICES**				
ASTM D 75	Sampling Subgrade, Fill or Base				
	Technician Time	5QT00		$ 52.50	/hr
	In-Place Moisture-Density Tests				
	Technician Time	5QT00		$ 52.50	/hr
ASTM D 2922	Nuclear Density	5Q0M0		$ 22.25	/ea
ASTM D 2167;	Volumetric Density (Sand Cone or Balloon)	5QUM0		$ 84.75	/ea
ASTM D 1556					
	Fill and Embankment Observation - Testing for Compliance				
	with the Project Specifications to Verify Proper Moisture				
	and Compaction Conditions in Order to Produce a Quality				
	Fill and Uniform Workmanship (Time, Test and Mileage)				
	Technician Time (Hourly Rate)	5QT00		$ 52.50	/hr
	Proof Rolling Observation	5QT04		$ 52.50	/hr
ASTM D 2922	Nuclear Density Tests with Observation	5Q0R0		$ 17.50	/ea
REFERENCE	**LABORATORY SERVICES**				
ASTM D 2216;	Moisture Content	5UQV0		$ 11.25	/ea
TxDOT, TEX-103-E					
	Atterberg Limits				
ASTM D 4318	a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	5VRBG		$ 89.75	/ea
	Shrinkage Limit in Conjunction with Atterberg Limits				
ASTM D 427	a) Volumetric	5WK2T		$ 124.00	/ea
	b) Linear (TxDOT, TEX-107-E)	5WK2T		$ 124.00	/ea
ASTM D 422;	Sieve Analysis				
TxDOT, TEX-101-E;	a) Washed Through No. 40 (Up to 5 Sieves)	5WKR5		$ 60.75	/ea
TxDOT, TEX-110-E	b) Washed Through No. 200 (Up to 4 Sieves)	5WKR4		$ 100.50	/ea
	c) Additional Sieves	5WKRB		$ 14.00	/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	5WKR8		$ 60.75	/ea
	Moisture-Density Relationship				
	Preparation Time	5U001		$ 56.00	/hr
	Corrosivity (pH, Chlorides, Sulfate, Resistivity)	UH6P		$ 421.00	/ea
	pH	UH5J		$ 55.50	/ea
	Resistivity	UH5L		$ 283.75	/ea
	Sulfate Content (colorimetric method)	UKF3		$ 95.25	/ea
	Chloride Content			$ 55.00	/ea

SOILS (Continued)					
REFERENCE	**LABORATORY SERVICES**				
ASTM D 698;	ASTM	5VRSF		$ 246.00	/ea
ASTM D 1557					
AASHTO T 99;	AASHTO	5VRSF		$ 246.00	/ea
AASHTO T 180					
TxDOT, TEX-113-E;	TxDOT	5VRSQ		$ 292.00	/ea
TxDOT, TEX-114-E					
MIL STD CE 55A	Corps of Engineers	5VRSQ		$ 292.00	/ea
ASTM C 131;	Los Angeles Abrasion (Time and Test)	2UQR0		$ 233.00	/ea
ASTM D 535					
ASTM D 1883	California Bearing Ratio - Short Method; Includes				
	Moisture-Density Relationship and Three Test Specimens	5VRF1		$ 964.00	/set
	Each Additional Specimen	5VRFD		$ 222.00	/ea
TxDOT, TEX-117-E	TxDOT Triaxial – Short Method; Includes Moisture-Density				
	Relationship and Up to Six Test Specimens				
	Part I	2VR62		$ 1,654.00	/set
	Part II	5VR63		$ 1,500.00	/ea
	Each Additional Specimen	2VR6D		$ 184.00	/ea
ASTM D 854;	Specific Gravity	5UQ50		$ 100.50	/ea
TxDOT, TEX-108-E					
ASTM D 422;	Hydrometer Analysis (Includes Sample Preparation and				
TxDOT, TEX-110-E	Grain Size Curve)	5WKRQ		$ 332.50	/ea
ASTM D 2166	Unit Weight	5WML0		$ 34.75	/ea
TxDOT, TEX-116-E	Wet Ball Mill	5WK60		$ 252.25	/ea
TxDOT, TEX-107-E	Shrinkage Limit	5WK2T		$ 124.00	/ea
	Water Content and Visual Classification	5W050		$ 15.50	/ea
	Unconfined Compression (includes unit dry weight)				
	a) Soil Shelby Tube Specimens	5VP7L		$ 52.50	/ea
	b) Rock Core Specimens	5VN7L		$ 57.00	/ea
	(1) Sawed Specimen Ends	5UL21		$ 13.00	/end
	Triaxial Compression				
	a) Unconsolidated-Undrained, Per Specimen	2W046		$ 98.00	/ea
	b) Unconsolidated-Undrained, Multistage	2WF46		$ 340.00	/ea
	Direct Shear				
	a) Unconsolidated-Undrained	2WKI6		$ 270.00	/ea

SOILS (Continued)					
REFERENCE	**LABORATORY SERVICES**				
	a) Consolidated-Drained (Sand)	2WIIE		$ 570.00	/ea
	Consolidation without Hysteresis Loop (Not Including Specific Gravity)	2WKH0		$ 700.00	/ea
	Consolidation with Hysteresis Loop (Not Including Specific Gravity)	2WDG0		$ 838.00	/ea
	Swell Test				
	a) Method "A"	2WL0Y		$ 1,240.00	/ea
	b) Method "B"	2WL0M		$ 218.00	/ea
	b) Method "C"	2WL0P		$ 1,488.00	/ea
	d) Modified Method "B"	2WL00		$ 193.00	/ea

STEEL					
REFERENCE					
AISC					
	FIELD SERVICES				
	Observation - Fabrication Shop or Field Erection				
AWS D1.1	Certified Welding Inspector	TS		$ 119.75	/hr
	Technician Time	5Q423		$ 66.75	/hr
	Weldment Observation				
AISC	Certified Welding Inspector	TS		$ 119.75	/hr
	Technician Time/Certified Associate Welding Inspector	5Q424		$ 68.00	/hr
	Bolt Torque Testing				
CRSI;	Technician Time	5Q423		$ 66.75	/hr
ASTM A 615					
	Reinforcing Steel				
CRSI,	Sampling for Subsequent Lab Testing				
ACI 318	Technician Time	5QK5N		$ 52.50	/hr
	Placement and Cross-Section Observation				
	Materials Engineer	5Q425		$ 170.00	/hr
PTI;	Technician Time	5Q423		$ 66.75	/hr
ACI 318					
	Pre-Tensioning Strands/Post-Tensioning Tendons				
	Placement and Stressing Observation				
	Materials Engineer	5Q425		$ 170.00	/hr
AWS D1.1;	Technician Time	5Q423		$ 66.75	/hr
ASME Sec. IX					
	Welders Tests				
	Witness Qualification Welding	2QZ00		$ 127.75	/hr
	Qualification Welding Coupons				
AWS D1.1	a) 3/8-in. Coupon			Cost +15%	
	b) 1-in. Coupon			Cost +15%	
	Guided Bend Tests				
AWS D1.1	Bend Tests	5QWC0		$ 33.00	/ea
	Set-Up Charge, Per Day	2QJS0		$ 65.25	/day
	Tensile Tests (Test and Set-Up)				
	Tensile Tests				

STEEL (Continued)					
	Coupon Preparation and Machining Services				
	Welder Qualification Positions	5QZ10		$ 114.50	/ea
	Radiographic Examination of Coupons	5Q100		$ 162.00	/ea
REFERENCE					
ASTM A 370					
	LABORATORY SERVICES				
	Tension Tests				
	a) Reinforcing Steel with Elongation	5QWZV		$ 45.00	/ea
	b) Reduced Section Preparation (No. 14 & No. 18)	QWZ0		Cost +15%	
	c) Set-Up Charge, Per Day	2QJS0		$ 65.00	/day

CONSULTANTS AND COORDINATION					
	Principal Engineer		$208.00 to $350.00		/hr
	Managing Engineer		$135.00 to $230.00		/hr
	Staff Engineer		$107.00 to $185.00		/hr
	Laboratory Manager		$84.00 to $165.00		/hr
	Construction Services Manager		$84.00 to $165.00		/hr
	Project Management/Coordination Time		$54.00 to $124.00		/hr
	Outside Professional Services		Cost + 15%		
	Additional Insured			$ 248.00	/ea
	Secretarial		$54.00 to $93.00		/hr
	Word Processing			$ 51.50	/hr
	Report Preparation and Administration		$54.00 to $93.00		/hr

ZONE CHART

ZONE	TRAVEL TIME	MILEAGE CHARGE	
0	0.25	$ 14.75	5RT99
1	0.50	$ 26.50	5RT01
2	1.00	$ 49.50	5RT02
3	1.25	$ 68.25	5RT03
4	1.50	$ 96.00	5RT04
5	2.00	$ 133.75	5RT05

Mileage greater than Zone 5 (entire trip) use MapQuest

$1.00/mile

Actual Travel Time to be charged at approved project hourly rate.

BASIC CHARGE

1. A Vehicle travel charge (refer to "Zone Chart" above) will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office.

2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he/she returns from the project site.

3. Any engineering and/or technician services provided on Saturday and all work in excess of "Normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate Our total cost of services is based upon the assumption that most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of services rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials engineering and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **R-K** will keep you CLIENT appraised of our billing in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **R-K** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **R-K** for the project

8. **R-K** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

GEOTECHNICAL ENGINEERING SERVICES

SCHEDULE OF FEES

GEOTECHNICAL ENGINEERING SERVICES

REFERENCE	FIELD SERVICES	RATES
	Soil Boring (Solid Auger, Hollow Stem Auger, and Mud Rotary- Including Sampling)	
	Soil (Existing Ground Surface to 50 ft.)	$13.00/ft
	Soil (Below 50 ft.)	$14.75/ft
	Soft Rock	By Quote
	Nx Rock Core	
	Rock Coring	By Quote
	Field Logging Services	
	Engineering Technician	$ 52.50/hr
	Registered Geologist	$130.00/hr
	Staff Engineer (E.I.T.)	$123.00/hr
	Licensed Professional Engineer (P.E.)	$170.00/hr
	Field Coordination	
	Field Engineer (E.I.T.)	$123.00/hr
	Engineering Technician (Flagman)	$ 52.50/hr
	Mobilization	
	Truck-Mounted Rig, Drill Crew and Support	$252.50/ls
	Field Logger Trip Charge	$1.00/mile
	(ARDCO 4x4 all terrain rig)	Cost + 15%
	Barge Mobilization and Rental	Cost + 15%
	Other Expenses/Charges	
	Standby Time	$200.00/hr
	Mileage – Non-Drilling Equipment	$ 1.00/mile
	Grout/Bentonite Backfill	$ 5.75/ft
	Dozer/Clearing Cost	Cost + 15%
	Concrete/AC Patch	$43.00/ea
	Traffic Control – Signs, Barricades, etc.	Cost + 15%
	All Other Outside Expenses	Cost + 15%

REFERENCE	LABORATORY SERVICES	RATES
ASTM D 2217, D 4318	Plasticity Index (Atterberg Limits)	$ 89.75/ea.
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	$ 11.25/ea
	Shrinkage Limit in Conjunction with Atterberg Limits	
ASTM D 427	a) Volumetric	$124.00/ea
	b) Linear (TxDOT, TEX-107-E)	$124.00/ea
ASTM D 422;	Sieve Analysis	
TxDOT, TEX-101-E;	a)Washed Through No. 40 (Up to 5 Sieves)	$ 60.75/ea
TxDOT, TEX-110-E	b)Washed Through No. 200 (Up to 4 Sieves)	$100.50/ea
	c) Additional Sieves	$ 14.00/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	$ 60.75/ea

GEOTECHNICAL ENGINEERING SERVICES

SCHEDULE OF FEES

REFERENCE	LABORATORY SERVICES	RATES
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	$100..50/ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	$ 332.50/ea
ASTM D 2166	Unit Dry Weight	$ 34.75/ea
ASTM 4318	Lime Series	$ 442.00/ea
ASTM D 2166 ASTM D 1938	Unconfined Compression (Includes Unit Dry Weight) a) Soil Shelby Tube Specimens b) Rock Core Specimens (1) Sawed Specimen Ends	 $ 52.50/ea $ 57.00/ea $ 13.00/end
ASTM D 2850	Triaxial Compression Unconsolidated-Undrained, Multistage	 $ 340.00/ea
ASTM D 3080	Direct Shear a) Unconsolidated-Undrained b) Consolidated-Drained (Sand)	 $ 270.00/ea $ 570.00/ea
ASTM D 2435	Consolidation with Hysteresis Loop (Not Including Specific Gravity)	 $ 838.00/ea
	Corrosivity (pH, chloride, sulfate, resistivity)	$ 421.00/ea
	pH	$ 55.50/ea
	Resistivity	$ 283.75/ea
	Sulfate Content	$ 95.25/ea
	Chloride Content	$ 55.00/ea
	Swell Test a) Method “A” b) Method “B” a) Method “C” b) Modified Method “B”	 $ 1,240.00/ea $ 218.00/ea $ 1,488.00/ea $ 193.00/ea

GEOTECHNICAL ENGINEERING AND REPORTING SERVICES

Principal Engineer (P.E.)	$ 208.000 to 350.00/hr
Licensed Professional Engineer (P.E.)	$ 135.00 to 230.00/hr
Staff Engineer, E.I.T.	$ 107.00 to 185.00/hr
Registered Geologist	$ 130.00/hr
Draftsman	$ 86.50/hr
Outside Professional Services	Cost + 15%
Additional Insured	$ 250.00/ea
Secretarial	$ 54.00 to 93.00/hr
Vehicle Travel Charge	$ 1.00/mile

NOTE: Geotechnical engineering services costs will be computed based on the above referenced field, laboratory, and personnel and equipment unit rates once specific project(s) and related scope of service(s) have been identified. The fee schedule presented in this attachment is subject to an annual 4% increase to reflect the increases in costs in the provision of the services.

DRAFT

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Geo Technical and/or
Construction Material Testing Engineer Services
Agreement # C-17-195-07-11

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide_____.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and Confirmation by Hidalgo County Precinct No.4, Commissioner, Joseph Palacios, as to content and detail of this **Work Authorization No. ___ .**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 201_.

THE ENGINEER:
Raba-Kistner, Inc.

_____
By: Isidoro Arjona, P.E./PMP/Vice President

THE OWNER:
Hidalgo County

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

DRAFT

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL
"GEO TECHNICAL and **CONSTRUCTION MATERIAL TESTING SERVICES"**

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____**,** Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ **20**___ concerning Engineering for_____ hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Catto & Catto LLP
One Alamo Center
106 S. St. Mary's Street, Ste. 800
San Antonio TX 78205

CONTACT NAME: Nancy Pruski
PHONE (A/C, No, Ext): 210-222-2161 **FAX (A/C, No):** 210-222-1618
E-MAIL ADDRESS: npruski@catto.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity of America	25666
INSURER B : Travelers Indemnity Co. of CT	25682
INSURER C : Travelers Casualty Ins Co of	19046
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Raba Kistner Inc.
P.O. Box 690287
San Antonio TX 78269-0287

COVERAGES **CERTIFICATE NUMBER:** 1493034751 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Contract. Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			P-630-6H263592-TIA-16	10/1/2016	10/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			P-810-6H263592-TIA-16	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CUP-6H263592-16-43	10/1/2016	10/1/2017	EACH OCCURRENCE AGGREGATE 	$1,000,000 $1,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-6H31004A-16-43-G	10/1/2016	10/1/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Auto Physical Damage			P-810-6H263592-TIA-16	10/1/2016	10/1/2017	Comp. Deductible Collision Deductible	$1,000 $1,000

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

Named Insureds: Raba Kistner, Inc dba Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc, Raba Kistner Facilities, Inc., Raba Kistner Infrastructure and Raba Ingenieros S. de R.L. de C.V.
Project: On Call Construction Material Testing/GEO Technical Services Precinct 4; The General & Auto Liability policies include a blanket automatic additional insured endorsement provision that provides additional insured status to the parties listed in said contract when there is a written contract between the named insured and the certificate holder that requires such status;

CERTIFICATE HOLDER

Hidalgo County
2812 South Business Highway 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/6/2017

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:** Cindy Rains **PHONE (A/C, No, Ext):** 210-249-2325 **FAX (A/C, No):** 210-223-2806 **E-MAIL ADDRESS:** cindy.rains@worthaminsurance.com
INSURED Raba Kistner Inc 12821 W Golden Ln San Antonio TX 78249	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Allied World Assurance Co (US) Inc — 19489 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 36563589 **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)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED 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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Claims Made Policy Form			03097073	7/18/2016	7/18/2017	$1,000,000 Each Claim $1,000,000 Aggregate	

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

Project: On Call Construction Material Testing / GEO Technical Services Precinct 4

CERTIFICATE HOLDER

Dept 5410

Hidalgo County
2812 South Business Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE John L. Wortham & Son L.P.

John L. Wortham & Son, L.P.

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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:
2017-232476

Date Filed:
07/05/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Raba Kistner, Inc.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

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-17-195-07-11
CMT/GEO Tech Services-Pct 4

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Raba, Gary W.	San Antonio, TX United States	X	
Raba, William L.	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

ROSIE OLEARY
Notary Public, State of Texas
Comm. Expires 07-05-2020
Notary ID 12017765

on behalf of Gary W. Raba

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Joseph Irizarry, this the 5th day of July, 20 17, to certify which, witness my hand and seal of office.

Rosie O'Leary — Signature of officer administering oath
ROSIE O'Leary — Printed name of officer administering oath
Notary — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-232476

Date Filed:
07/05/2017

Date Acknowledged:
07/05/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Raba Kistner, Inc.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

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-17-195-07-11
CMT/GEO Tech Services-Pct 4

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Raba, Gary W.	San Antonio, TX United States	X	
Raba, William L.	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve as to form- Contract# C-17-195-07-11-Raba-Kistner Inc-(on call) Geo Tech/CMT-Pct 4

From : Steve Crain <scrain@atlashall.com> Thu, Jul 06, 2017 12:45 PM

Subject : RE: Review & Approve as to form- Contract# C-17-195-07-11-Raba-Kistner Inc-(on call) Geo Tech/CMT-Pct 4 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Looks good.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, July 06, 2017 12:25 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>
Subject: Re: Review & Approve as to form- Contract# C-17-195-07-11-Raba-Kistner Inc-(on call) Geo Tech/CMT-Pct 4

Mr. Crain-

Please review and approve as to form agreement (attached) with revisions as advised.

Please advise.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Thursday, July 6, 2017 11:40:34 AM
Subject: RE: Review & Approve as to form- Contract# C-17-195-07-11-Raba-Kistner Inc-(on call) Geo Tech/CMT-Pct 4

Please call me.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, July 06, 2017 11:29 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Maria Lucio <maria.lucio@co.hidalgo.tx.us>; steven cruz <steven.cruz@co.hidalgo.tx.us>; darlene betancourt <darlene.betancourt@co.hidalgo.tx.us>; martha salazar <martha.salazar@co.hidalgo.tx.us>
Subject: Review & Approve as to form- Contract# C-17-195-07-11-Raba-Kistner Inc-(on call) Geo Tech/CMT-Pct 4

Good morning, Mr. Crain-

Please review and approve as to form Contract #**C-17-195-07-11** with **Raba-Kistner Inc**. for the purposes of **(on call) "Geo Tech/CMT Services"** for **Precinct 4.**

*Note: will be placed for approval on next weeks CC agenda.

Please advise.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

Zimbra **leticia.saenz@co.hidalgo.tx.us**

Re: Negotiations process of an (On Call) CMT/GEO Tech Services-Pct 4

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Wed, Jul 05, 2017 04:36 PM

Subject : Re: Negotiations process of an (On Call) CMT/GEO Tech Services-Pct 4 11 attachments

To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Cc : Steven Cruz <steven.cruz@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Good Afternoon Letty,
Please proceed with placing this item on agenda, thank you!

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Isidoro Arjona" <iarjona@rkci.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Cc: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "Steven Cruz" <steven.cruz@co.hidalgo.tx.us>, "Norma Salazar" <NSALAZAR@rkci.com>, "Joey Trevino" <jtrevino@rkci.com>, "Katrin M. Leonard" <kmiovski@rkci.com>, "Joanna Armstrong" <jarmstrong@rkci.com>
Sent: Wednesday, July 5, 2017 4:20:05 PM
Subject: RE: Negotiations process of an (On Call) CMT/GEO Tech Services-Pct 4

Lety:

Good afternoon.

Per your request, please find enclosed pdf copies of the following:

- Exhibit B-(Scope of Services to be provided by Engineer)

- Exhibit C-Engineer Contract Rates (two separate documents are included, one for construction materials engineering and testing services, and the other for geotechnical engineering services).

I have requested the notarized 1295 form reflecting contract # C-17-195-07-11 and project description from our Corporate office.

I will send it to you as soon as I receive it.

Sincerely,

ISIDORO ARJONA, PE, PMP, F.ASCE
VICE PRESIDENT

RABA KISTNER CONSULTANTS

Raba Kistner Consultants, Inc. • 800 East Hackberry • McAllen, TX 78501
P 956.682.5332 • **F** 956.682.5487 • **C** 956.239.2022 • iarjona@rkci.com

Purpose: *To provide professional consulting services with passion and integrity, to help build a better world for our employees, their families, our clients, and the communities we serve.*
Quality: *Raba Kistner, Inc. is committed to delivering our services right, the first time, on time, every time.*

TBPE Firm F-3257

This electronic communication and its attachments contain confidential information. They are forwarded to you without passing through our standard review process. Design data and recommendations included herein should not be used for final design. If you have received this information in error, please notify the sender immediately.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, July 05, 2017 9:09 AM
To: Isidoro Arjona; Isidoro Arjona
Cc: Maria Lucio; Steven Cruz
Subject: Re: Negotiations process of an (On Call) CMT/GEO Tech Services-Pct 4
Importance: High

Good morning, Mr. Arjona-
Attached, is **only** CC minutes of 06/27/17 for purposes to begin the negotiations process on an "on call" CMT/GEO Tech Services agreement.

We ask that you please submit the following information required in order to complete the "on call" contract document:

- **Exhibit B-(Scope of Services to be provided by Engineer)**
- **Exhibit C-Engineer Contract Rates**
  Notarized 1295 form reflecting contract **# C-17-195-07-11** and project description.

We ask that you submit by no later than today in order to meet our CC agenda deadline at noon.

Should you have any questions, please do not hesitate to contact me.

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: "Isidoro Arjona" <ing.arjona@yahoo.com>
To: "leticia saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Tuesday, July 4, 2017 10:13:55 PM
Subject: Re: Fwd: Contract # C-17-195-07-11-Raba Kistner-(On Call) CMT/GEO Tech Services-Pct 4

Lety:

I could not send the message to my Raba Kistner account, but I found out the source of the problem.

The combined attachments are too large (about 25 MB in combined memory storage).

I believe our server allows attachments up to about 16 MB.

Could you break it up into three attachments, sending each one in a separate message, so that they can go through?

Please send the three messages to my work email account:

iarjona@rkci.com

Thanks,

Isidoro Arjona

From: Isidoro Arjona <ing.arjona@yahoo.com>
To: ISIDORO ARJONA <iarjona@rkci.com>
Sent: Tuesday, July 4, 2017 9:04 PM
Subject: Fw: Fwd: Contract # C-17-195-07-11-Raba Kistner-(On Call) CMT/GEO Tech Services-Pct 4

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Monday, July 3, 2017, 3:49 PM, Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us> wrote:

> Mr. Arjona-
> Hopefully the 6th time is the charmer...
>
> Attached, is email notice from beginning with attached draft agreement. Please let me know if your receive this email.
>
> 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: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
To: "Isidoro Arjona" <iarjona@rkci.com>

Cc: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "Steven Cruz" <steven.cruz@co.hidalgo.tx.us>
Sent: Monday, July 3, 2017 3:12:13 PM
Subject: Fwd: Contract # C-17-195-07-11-Raba Kistner-(On Call) CMT/GEO Tech Services-Pct 4

Hi, Mr. Arjona-

Per our conversation, attached, is all information that had been sent to you previously.

Please let me know once you are in receipt of this notice.

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: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
To: "Isidoro Arjona" <iarjona@rkci.com>, jtrevino@rkci.com, kleonard@rkci.com
Cc: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "Steven Cruz" <steven.cruz@co.hidalgo.tx.us>
Sent: Monday, July 3, 2017 11:41:01 AM
Subject: Fwd: Contract # C-17-195-07-11-Raba Kistner-(On Call) CMT/GEO Tech Services-Pct 4

Mr. Arjona-

Per your request I have now included JTrevino & KLeonard to the email addresses. I hope you receive this now.

Please advise.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

From: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
To: "Isidoro Arjona" <iarjona@rkci.com>
Cc: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "Steven Cruz" <steven.cruz@co.hidalgo.tx.us>
Sent: Monday, July 3, 2017 10:07:30 AM
Subject: Re: Contract # C-17-195-07-11-Raba Kistner-(On Call) CMT/GEO Tech Services-Pct 4

Good morning, Mr. Arjona-
Please be advised that I have sent out notice twice on the referenced and attached draft agreement for: CMT/GEO Tech Services in Precinct 4 (on call) and have received undeliverable receipts for your email address.

Please let me know if your receive this email and respond to our request accordingly.

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...

Good morning, Mr. Arjona-
I submitted email notice yesterday afternoon, but received a non-deliverable return receipt.

Please let me know if you receive this email with attachments.

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: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
To: iarjona@rkci.com
Cc: "steven cruz" <steven.cruz@co.hidalgo.tx.us>, "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>
Sent: Wednesday, June 28, 2017 5:21:35 PM
Subject: Negotiations Process - On Call-Professional Engineering Services - GEO Tech/CMT Services-Pct 4

Good afternoon, Mr. Arjona-

Pursuant to CC action taken on 06/27/17, your firm was ranked/selected to negotiate an (on call) professional services agreement for: **"GEO Technical / Construction Material Testing Services"** for projects located within **Hidalgo County Precinct #4. (**Attached, you will find **"draft"** agreement and CC minutes for your review).

We ask that you please submit the following information required in order to complete the "on call" contract document:

- **Exhibit B-(Scope of Services to be provided by Engineer)**
- **Exhibit C-Engineer Contract Rates**
  Notarized 1295 form reflecting contract **# C-17-195-07-11** and project description.

Should you have any questions, please do not hesitate to contact me.

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...

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image001.jpg
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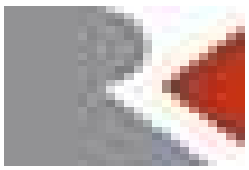

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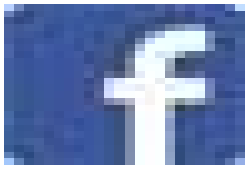

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Exh B-Scope of Srvcs.pdf
170 KB

2017 McAllen Fee Schedule.pdf
81 KB

Geotechnical Engineering Services (2017).pdf
41 KB

B2Z ENGINEERING

July 5, 2017

Commissioner Joseph Palacios
Attn: Maria Lucio, Executive Assistant
Hidalgo County Precinct No. 4
2812 South Business Highway 281
Edinburg, Texas 78539

RE: On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General" (C-16-329-09-06)

Work Authorization No. 4 ~ Mechanic Shop (FC102)

Dear Ms. Lucio,

Attached for your review and approval is Work Authorization No. 4 to provide Feasibility Study Services for the new Mechanic Shop located within Precinct 4. These services are being proposed under our Contract for On-Call Services for "Road and Bridge, C.I.P and Other Projects in General". This submittal is made to you in duplicate form for your further coordination with Commissioner Palacios.

We appreciate the opportunity to provide our professional services and look forward to working with you. Should you have any questions, please feel free to give me a call at (956) 585-3773.

Sincerely,

Carlos Del Angel, P.M.P.
Senior Project Manager

Attachments:
Work Authorization No. 4

P. O. Box 2724 • McAllen, TX 78502
(956) 618-0624 • www.B2ZEng.com

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-16-329-09-06

WORK AUTHORIZATION NO. 4

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 "engineering services" to provide Feasibility Study Services of the new Mechanic Shop for Hidalgo County Precinct 4. These preliminary Feasibility Study Phase Activities include; re-evaluation of Project Scope, Value Engineering, Specifications Review, development of preliminary cost estimates, and meetings/coordination with all affected parties.

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 **$16,777.52**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles 5 and 6 of the Agreement.

PART 4. FUNDING
This Work Authorization No. 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 completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and Confirmation by Hidalgo County Precinct No.4, Commissioner, Joseph Palacios, as to content and detail of this **Work Authorization No. 4.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ 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 6 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies 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. 4 ~ Feasibility Studies – Mechanic Shop (FC102)

ENGINEER shall mean B2Z Engineering.

COUNTY shall mean Hidalgo County.

ARCHITECT shall mean Existing Architectural Design Plans

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 2 – FEASIBILITY STUDIES

(Function Code 102)

Preliminary Design Values

The ENGINEER will work with the Owner to review existing plans and specifications and re-evaluate overall project scope, basic design concepts, and project.

Preliminary Cost Estimates

The ENGINEER will calculate preliminary construction cost estimates for the re-evaluated Project scope.

Meetings, Coordination & Support for Project Development

The ENGINEER shall provide coordination services and shall assist in meetings and workshops with Hidalgo County Precinct 4, Hidalgo County Drainage District No. 1, 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.

B2Z ENGINEERING

EXHIBIT D
FEE PROPOSAL

Mechanic's Shop

Hidalgo County Precinct 4
Work Authorization No. 4

		Hidalgo County Precinct #4 *Mechanic's Shop* *Feasibility Studies*	MANHOURS Senior Project Manager	Project Manager	Admin/ Clerical	Total
		TASKS				
FC102						
	1	Re-Evaluation of Project Scope, Value Engineering, Specifications Review, etc	8	20	6	34
	2	Calculate preliminary cost estimates for the Re-evaluated Project Scope	4	16		20
	3	Meetings and Coordination with Hidalgo County Precinct 4, HCDD #1 & all other affected parties	8	20		28
		Subtotal	**20**	**56**	**6**	**82**
Labor Hours			**20**	**56**	**6**	**82**
Hourly Base Rates			$ 80.00	$ 52.00	$ 20.00	
Contract Rate FY2017			$ 244.73	$ 198.84	$ 61.18	
Total Labor Costs			**$ 4,894.60**	**$ 11,135.04**	**$ 367.08**	**$ 16,396.72**

Direct Expenses Mileage: $0.56/mile $ 380.80

Total Direct Expenses $ *380.80*

B2Z Engineering Total Cost **$ 16,777.52**

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:
2017-228084

Date Filed:
06/23/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
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-16-329-09-06
Precinct 4 "Road and Bridge, C.I.P. and Other Projects in General" (ON CALL) - Work Authorization No. 4 - Construction Phase Services of New Mechanical Shop

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 23rd 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
Alicia Rodriguez	Alicia Rodriguez	Notary

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-228084

Date Filed:
06/23/2017

Date Acknowledged:
07/06/2017

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-16-329-09-06
Precinct 4 "Road and Bridge, C.I.P. and Other Projects in General" (ON CALL) - Work Authorization No. 4 - Construction Phase Services of New Mechanical Shop

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

Zimbra **leticia.saenz@co.hidalgo.tx.us**

WA B2Z

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Wed, Jul 05, 2017 04:20 PM

Subject : WA B2Z 1 attachment

To : leticia saenz <leticia.saenz@co.hidalgo.tx.us>

Cc : Veronica Lopez <veronica.lopez@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>, steven cruz <steven.cruz@co.hidalgo.tx.us>

Good Afternoon Letty,

Please place this item on agenda, thank you!

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

----- Forwarded Message -----
From: PCT4Admin@co.hidalgo.tx.us
To: "Maria" <maria.lucio@co.hidalgo.tx.us>
Sent: Wednesday, July 5, 2017 4:13:26 PM
Subject: Message from "RNP0026739EDEC6"

This E-mail was sent from "RNP0026739EDEC6" (MP C5503).

Scan Date: 07.05.2017 16:13:25 (-0500)
Queries to: PCT4Admin@co.hidalgo.tx.us

20170705161325429.pdf
684 KB

Zimbra **leticia.saenz@co.hidalgo.tx.us**

Emergency Transfer Request- WA 4 B2Z

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Wed, Jul 05, 2017 02:44 PM

Subject : Emergency Transfer Request- WA 4 B2Z

To : Veronica Lopez <veronica.lopez@co.hidalgo.tx.us>

Cc : leticia saenz <leticia.saenz@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Merlen Muñoz <merlen.munoz@co.hidalgo.tx.us>

Good Afternoon Vero,

We will need to create the following account:

7-1200-431-00-124-075-0-334

Then we will need to transfer $16,190.04 from 7-1200-431-00-124-007-0-890 into 7-1200-431-00-124-075-0-334.

Should you have any questions please let me know, thank you!

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

AI-60550 **Purchasing Department** **21. D. 1.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to the procurement packet, requesting action to appoint/select the Evaluation Committee Members for RFP No. 2017-149-06-21-HGO - "Online Pharmacy Billing Services" for Hidalgo County Health & Human Services Department

BACKGROUND

(For the purpose of scoring and ranking)
Recommended Evaluation Committee:
1. Budget & Financing: Sergio Cruz
2. Human Services: Dairen Sarmiento
3. Human Services: Lulu Acevedo
4. Precinct No. 2: Armando Garza
5. County Judge:Erika Reyna

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

At this point in the project and the action requested on the agenda, there is no fiscal impact.

Attachments

Selection Procedures

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/05/2017 10:08 AM
Budget & Management	Veronica Ortiz	07/05/2017 10:11 AM
Merlen P. Munoz	Merlen P. Munoz	07/05/2017 10:57 AM

Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Heidi Ortiz		Started On: 06/30/2017 04:05 PM
Final Approval Date: 07/07/2017		

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:
The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the proposals received in response to this Hidalgo County request for proposals.

B. After the RFP's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of the RFP.

NEGOTIATION PROCESS: The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFP's.

TERMINATION OF SERVICES: Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation, or (d) until County has engaged the services of a new Online Pharmacy Billing Service for Hidalgo County Health and Human Services Department.

EXHIBIT B

SELECTION CRITERIA

Hidalgo County
"ONLINE PHARMACY BILLING SERVICES"

RFP NO: 2017-149-06-21-HGO

"ONLINE PHARMACY BILLING SERVICES"
SELECTION CRITERIA
RFP: 2017-149-06-21-HGO

Selection Criteria		Points	Score
1. Company's Qualifications	**(25 pts)**		
➢ Provide network of pharmacies			
➢ Experience in pharmacy billing services			
➢ Experience and stability of company			
➢ References are required			
Comments/Rationale For Points:			TOTAL _____
2. Billing Procedures	**(25 pts)**		
➢ Provide electronic billing to County			
➢ Procedure real-time online eligibility management			
➢ Respond to billing questions			
Comments/Rationale For Points:			TOTAL _____
3. Rebate Administration	**(25 pts)**		
➢ Provide pharmaceutical rebates to County for eligible prescription drugs			
➢ Provides detail rebate reports			
➢ Provide rebates timely			
Comments/Rationale For Points:			TOTAL _____
4. Management Reports	**(25 pts)**		
➢ Electronic Reports provided to the County			
➢ Flexibility in meeting the County's reporting needs			
➢ Responses to Auditor inquiries and confirmation requests			
➢ Electronic invoicing to County			
Comments/Rationale For Points:			TOTAL _____
Total Score			

Project Name:

Department:

Firm/Participant:

Evaluator: Date:

AI-60524 **Purchasing Department** **21. E. 1.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Budget & Management (2201):
Approval to enter into a 36 month service maintenance agreement (on an as needed basis thru quarterly meter readings) for one copier with Ricoh USA/GE Ricoh USA through State of Texas DIR-TSO-3041.

BACKGROUND

Budget is only requesting SERVICE agreement for maintenance, overages and supplies on as needed basis ONLY (meter reads on a quarterly basis):

Department owns Copier, Lease Calculator, Capitol Lease Log or IT approval not needed since we are not leasing the equipment.

Requisition # 343895 Copier model: MP501 Serial # C85115324

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-2201-415-00-115-009-0-430

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

BUDGETARY IMPACT:

Fiscal impact is covered through Requisition #343895 attached herein.

Attachments

DIR-TSO-3041
QUOTE
HB 1295 & Acknowledgement
Price Verification
Req 343895

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/03/2017 02:26 PM

Budget & Management	Veronica Ortiz	07/03/2017 02:34 PM
Merlen P. Munoz	Merlen P. Munoz	07/03/2017 03:46 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Elena Gomez Started On: 06/29/2017 02:44 PM

Final Approval Date: 07/07/2017

Ricoh USA, Inc.

Vendor ID
12227835217
URL
Vendor Website (https://www2.ricoh-usa.com/majoraccount/txdir/)
HUB Type
Non HUB

DIR Contract Number
DIR-TSO-3041
Contract Term End Date
6/25/2018
Contract Exp Date
6/25/2019

E-Rate Qualified

Contact Ricoh USA, Inc.

Contact
Todd Marron (mailto:todd.marron@ricoh-usa.com)
Phone
(503) 747-6653
Fax
(913) 273-1567

Contact DIR

Contact
Kelly L. Welch (mailto:kelly.welch@dir.texas.gov)
Phone
(512) 475-4543
Fax
(512) 475-4759

Contract Overview

Ricoh offers Ricoh branded hardware and related services for copiers, printers, scanners, and document management. Additional products and services include: lease and rental agreements. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. One reseller is available for Riso products under this contract.

Contract Documents

- DIR-TSO-3041 Contract PDF (190.39KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3041 Contract.pdf)
- DIR-TSO-3041 Appendix A Terms and Conditions (per Amendment 4) PDF (314.66KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3041 Appendix A Terms and Conditions (per Amendment 4).pdf)
- DIR-TSO-3041 Appendix B HUB Subcontracting Plan (per Approved date 11-19-2015) PDF (1.35MB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3041 Appendix B HUB Subcontracting Plan (per Approved date 11-19-2015).pdf)
- DIR-TSO-3041 Appendix C Pricing Index (per Amendment 4) PDF (8.45MB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3041 Appendix C Pricing Index (per Amendment 4).pdf)
- DIR-TSO-3041 Appendix D Master Lease Agreement PDF (306.83KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3041 Appendix D Master Lease Agreement.pdf)
- DIR-TSO-3041 Appendix E Master Operating Lease Agreement PDF (461.81KB) (http://publishingext.dir.texas.gov

Req. 343895

RICOH

ORDER AGREEMENT

Sale Type:	Service Only

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

BILL TO INFORMATION

Customer Legal Name:	Hidalgo County				
Address Line 1:	2818 S. Business Hwy 281			Contact:	A. Esparza
Address Line 2:	Budget and Management			Phone:	(956) 292-7025
City:	Edinburg			E-mail:	
ST / Zip:	Tx/78539	County:	Hidalgo County	Fax:	

BILLING INFORMATION

Check All That Apply:

- ☐ PO Included PO #
- ☑ Sales Tax Exempt (Attach Valid Exemption Certificate)
- ☐ Syndication
- ☐ PS Service (Subject to and governed by additional Terms and Conditions)
- ☐ IT Services (Subject to and governed by additional Terms and Conditions)
- ☑ Fixed Service Charge
- ☐ Add To Existing Service Contract #

SERVICE INFORMATION

Service Term *(Months)*	Base Billing Frequency	Overage Billing Frequency
36	QUARTERLY	QUARTERLY

Service Type	Guaranteed Group Total Allowance *(Per Base Billing Frequency)*		Group Overages		Service Base *(Per Base Billing Frequency)*	
GOLD	B/W	N/A	B/W	N/A	$	0.00
	Color	N/A	Color	N/A		

SHIP TO INFORMATION

Customer Name:	Hidalgo County				
Address Line 1:	2818 S. Business Hwy 281			Contact:	A. Esparza
Address Line 2:	Budget and Management			Phone:	(956) 292-7025
City:	Edinburg			E-mail:	
ST / Zip:	Tx/78539	County:	Hidalgo County	Fax:	

PRODUCT INFORMATION

Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance *(Per Base Billing Frequency)*	B/W Ovg	Color Allowance *(Per Base Billing Frequency)*	Color Ovg	Service Base *(Per Base Billing Frequency)*	Sell Price	Extended Sell Price
MP501spf Serial #C85115324	1	GOLD	0	0.012000	0	0.000000	0		$ -

SHIP TO INFORMATION

Customer Name:					
Address Line 1:				Contact:	
Address Line 2:				Phone:	
City:				E-mail:	
ST / Zip:		County:		Fax:	

PRODUCT INFORMATION

Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance *(Per Base Billing Frequency)*	B/W Ovg	Color Allowance *(Per Base Billing Frequency)*	Color Ovg	Service Base *(Per Base Billing Frequency)*	Sell Price	Extended Sell Price

SHIP TO INFORMATION

Customer Name:			
Address Line 1:		Contact:	
Address Line 2:		Phone:	
City:		E-mail:	
ST / Zip:	County:	Fax:	

PRODUCT INFORMATION

Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance *(Per Base Billing Frequency)*	B/W Ovg	Color Allowance *(Per Base Billing Frequency)*	Color Ovg	Service Base *(Per Base Billing Frequency)*	Sell Price	Extended Sell Price

ORDER TOTALS

Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :	
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax) :	
Additional Provisions:		

All copies bill @ .012

DIR Contract: DIR-TSO-3041

TERMS AND CONDITIONS MAINTENANCE SERVICE ONLY

Customer may acquire maintenance services ("Services") for equipment, software and/or hardware products from Ricoh USA, Inc. ("Ricoh") by executing and delivering to Ricoh this Order for acceptance.

Services. (a) This Order identifies the specific Products to be serviced ("Serviced Products"). Ricoh will repair or replace in accordance with the terms and conditions of this Order and the manufacturer's specifications any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.
(b) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications), or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper or staples, unless expressly provided for in this Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; and (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined below) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Service Products or parts arising from causes beyond the control of Ricoh are not covered by this Order. Ricoh may terminate its Service obligations under this Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

Service Calls. Unless otherwise specified in this Order, service calls will be made during 9:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown this Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "Ricoh Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any Customer location, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Order.

Service Charges. (a) Service charges ("Service Charges") will be set forth on this Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on this Order may result in an increase of Service Charges or the termination of this Order; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Order shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.
(b) Unless otherwise specified in this Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of this Order. Unless otherwise expressly agreed to in writing, if the Term (defined below) of this Order exceeds twelve (12) months, the Service Charges and any rate expressly stated in this Order may be increased by Ricoh up to ten percent (10%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice.

Term; Early Termination. This Order shall become effective on the date that Ricoh accepts this Order, and shall continue for the term identified in this Order. At the expiration of the term identified in this Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate this Order for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate this Order for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate this Order for convenience and this Order has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs anytime after the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term of this Order. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of this Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in this Order; or (ii) in the event this Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of this Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months this Order was in effect.

Payment; Taxes. Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

Default. In addition to any other rights or remedies which either party may have under this Order or at law or equity, either party shall have the right to cancel the applicable Services provided under this Order immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Order and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Order, no refund or credit will be given for any early termination of the Services or any renewal thereof. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the Termination Fee.

Use Of Recommended Supplies; Meter Readings; @Remote. (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.
(b) Customer is required to provide Ricoh true and accurate meter readings in accordance with the billing schedule set forth on an Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. AMR cannot and does not collect Customer document

content. Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.
(c) If the Serviced Product does not have AMR capabilities or Ricoh is unable or elects not to utilize AMR, then Ricoh may (i) require Customer to provide meter readings via designated website, (ii) require submission via telephone, email, or otherwise, or (iii) if neither of the foregoing are utilized, calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If, after repeated billing cycles of estimations, a meter reading is still not provided to Ricoh, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars ($15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges.

Customer Obligations. Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in this Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; and (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels.

Connectivity and Professional Services. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in any Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under any Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

Returns; Damaged Products. No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing, delivered to Ricoh within five (5) days after receipt of Products.

Warranty. Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS ORDER, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitations. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS ORDER, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS ORDER DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS ORDER. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

Assignment; Force Majeure. Customer shall neither assign any right or interest arising under this Order nor delegate any obligations hereunder, whether voluntary or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

Electronic Signatures. Each party agrees that electronic signatures of the parties on this Order will have the same force and effect as manual signature.

Governing Law; Entire Agreement. This Order shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Order. The Uniform Computer Information Transactions Act shall not apply to this Order. This Order constitutes the entire agreement between the parties with respect to the subject matter contained in this Order; supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Order, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including by not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Order shall be given no force or effect. . Purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Order, shall: (i) be subject to this Order; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Order. The delay or failure of either party to enforce at any time any of the provisions of this Order shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Order. If any provision of this Order is held to be invalid or unenforceable, this Order shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept this Order by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Order in delivering Products and Services. This Order may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Order should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:_____	Authorized Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Version # 1.1

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:
2017-218461

Date Filed:
06/05/2017

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Ricoh USA, 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

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
Req #343895
Service Contract for MP501SPF

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Ricoh USA, Inc.	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.

MARICELA F. VALDEZ
Notary Public, State of Texas
Comm. Expires 05-06-2020
Notary ID 130652159

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Andrew Colino, this the 5th 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
Maricela F. Valdez	Maricela F. Valdez	Notary

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-218461

Date Filed:
06/05/2017

Date Acknowledged:
06/29/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Ricoh USA, 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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Req #343895
Service Contract for MP501SPF

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ricoh USA, Inc.	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

Volume Band M3							
Manufacturer, Model, Features, Description	Part Number		No. of Avg. Pages Per Minute (PPM)	MSRP	DIR Customer Discount % from MSRP	Customer Purchase Price EACH/Unit (MSRP-Discount)	Monthly Rental (Includes Maint & Supplies)
MP 501SPF: 52ppm color and b/w network printer, copier and scanner	407809		52	$3,499.00	43.00%	$1,994.43	NA
Equipment Monthly Lease Payment	24 Mo		36 Mo	48 Mo	60 Mo		
	$97.86		$68.46	$56.22	$49.42		
Annual Maintenance Including all Supplies for Purchase & Leased Device	Monthly Base Maintenance $		Copy Allowance (Number of Copies Included)	Overage Rate (4 decimals)	CPC for Monthly Base Maintenance (4 decimals)		
Year 1	$ 90.00		7,500	$0.0120	0.0120		
Year 2	$ 90.00		7,500	$0.0120	0.0120		
Year 3	$ 90.00		7,500	$0.0120	0.0120		
Year 4	$ 90.00		7,500	$0.0120	0.0120		
Year 5	$ 90.00		7,500	$0.0120	0.0120		
Volume Band M3							
					DIR Customer Discount % from	Customer Purchase Price	Monthly Rental (Includes Maint

Requisition
BUDGET OFFICER

Req # 00343895
PO #
Date: 06/05/17

Bill To: x
x

Vendor : 211567
GE CAPITAL INFORMATION TECHNOLOGY SOI
RICOH USA, INC.
P.O. BOX 650073
DALLAS TX 75265

Ship To: BUDGET OFFICER
2818 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact:

Contract No: DIR-TSO-3041

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR CONTRACT DIR-TSO-3041		
50000.00	EACH	36 MONTH SERVICE CONTRACT FOR PURCHASED BUDGET & MANAGEMENT DEPT. RICOH COPIER MP 201	.01	600.00
		Account No	Encumbrance	
		7-2201-415-00-115-009-0-430	600.00	
			Freight	.00
			Total	600.00

Authorized By: _____

AI-60543 **Purchasing Department** **21. F. 0.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of "First Amendment" to Service Contract C-16-097-10-25 between Hidalgo County Sheriff's Office and Securus Technologies, Inc. for the provision of "Inmate Pay Telephone System & Services [as permitted under the terms of the contract] with compliance with HB 1295 when and if applicable.

BACKGROUND

The agreement/contract w/ Securus was approved by CC on 10/25/16 (AI#56871).

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Jail Commissary Bank Account.

Attachments

AMENDMENT-REVISED BY LEGAL

Legals-Review-Okay.pdf

56871_Form 1295 Notarized

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/05/2017 09:17 AM
Budget & Management	Veronica Ortiz	07/05/2017 09:19 AM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Yolanda Velasquez Started On: 06/30/2017 01:02 PM

Final Approval Date: 07/07/2017

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDMENT TO SERVICE CONTRACT
(E-16-097-10-25)

This **AMENDMENT** to Service Contract for **"Inmate Pay Telephone System & Services for Hidalgo County Sheriff's Office"** is made this **11th** day of **July, 2017** by and between **Hidalgo County** Texas ("County") and Securus Technologies Inc., ("Company").

WHEREAS, Company and County entered into a Contract dated October 25, 2016, (the "Contract") in which Company agreed to provide certain services for the purpose of **"Inmate Pay Telephone System & Services for Hidalgo County Sheriff's Office (HCSO)"** as described in the Contract;

WHEREAS, the County prior to award of the Contract submitted to the Company a Clarification Request to which, Company responded the cost to the County for each $10.00 card inmate calling card would be $0.90;

WHEREAS, the County and Company have agreed to formally amend the Contract to reflect the cost to the County for each Ten Dollar calling card to be charged to Hidalgo County Sheriff's Office (HCSO) would equal ninety cents ($0.90) for the provision of such telephone calling cards; and

WHEREAS, the parties desire to amend the Contract to reflect same 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 Company hereby agree to the following amendment to the Contract:

1. The following provision shall be added to the Contract:

   The cost of each Ten Dollars ($10.00) calling card to the Hidalgo County Sherriff's Office shall be Ninety cents ($0.90) and the cost

of each Twenty Dollar calling card to the Hidalgo County Sheriff's Office shall be One dollar and eighty-one cents ($1.80).

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

SECURUS TECHNOLOGIES, INC.

By:_____

HIDALGO COUNTY, TEXAS

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hal & Rodriguez, L.L.P.

By:_____
Stephen L Crain, Attorney

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

RE: RE: Amendment for "Inmate Pay Telephone Service Contract

From : Steve Crain <scrain@atlashall.com> Fri, Jun 30, 2017 03:17 PM

Subject : RE: RE: Amendment for "Inmate Pay Telephone Service Contract 1 attachment

To : 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>

Hi Yolanda:

As per Mr. Crain, attached is the revised amendment.

Thank you,

Marynel Trevino-Rodriguez, Secretary for
Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Telephone Number (956) 632-8221
Office Telephone Number (956) 682-5501
Facsimile Number (956) 686-6109
Website address: www.atlashall.com

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Electronic Transaction Act or any other statute governing electronic transactions.

-----Original Message-----
From: Yolanda Velasquez
[mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Friday, June 30, 2017 10:13 AM
To: Steve Crain <scrain@atlashall.com>
Subject: RE: RE: Amendment for "Inmate Pay Telephone Service Contract

Good morning Mr. Crain,

A $10 card would sell to Hidalgo County for $.90. $10 less 91%.

Make sense?

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

----- Original Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Thu, 29 Jun 2017 08:44:34 -0500 (CDT)
Subject: RE: RE: Amendment for "Inmate Pay Telephone Service Contract

Can you find out and explain the answer to question number 2?

-----Original Message-----
From: Yolanda Velasquez
[mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, June 29, 2017 8:11 AM
To: Steve Crain <scrain@atlashall.com>
Subject: RE: RE: Amendment for "Inmate Pay Telephone Service Contract

Good morning Mr. Crain,

Attach please find Securus response to clarification.

If you need anything else, let me know.

Thanks and have a great day!

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

----- Original Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Wed, 28 Jun 2017 17:02:21 -0500 (CDT)
Subject: RE: RE: Amendment for "Inmate Pay Telephone Service Contract

Where is the response to the clarification?

-----Original Message-----
From: Yolanda Velasquez
[mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Wednesday, June 28, 2017 4:48 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>
Subject: RE: RE: Amendment for "Inmate Pay Telephone Service Contract

Mr. Crain,

Attach please find Requirements along with "Clarification Request" for the Amendment.

Thanks

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

----- Original Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Wed, 28 Jun 2017 12:31:04 -0500 (CDT)
Subject: RE: RE: Amendment for "Inmate Pay Telephone Service Contract

Please call me.

-----Original Message-----
From: Yolanda Velasquez
[mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Wednesday, June 28, 2017 11:51 AM
To: Steve Crain <scrain@atlashall.com>
Subject: Fwd: RE: Amendment for "Inmate Pay Telephone Service Contract

As requested, contract attached.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

----- Forwarded Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Wed, 28 Jun 2017 11:52:53 -0500 (CDT)
Subject: RE: Amendment for "Inmate Pay Telephone Service Contract

Please send me the original contract. Thanks.

From: Yolanda Velasquez
[mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Wednesday, June 28, 2017 11:18 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>
Subject: Amendment for "Inmate Pay Telephone Service Contract
Importance: High

Good morning Mr. Crain,

Please review enclosed "First Amendment" as to form for Securus Technologies Service contract for "Inmate Pay Telephone System & Services".

Working on an Agenda for July 11th.

Thanks and have a great day!

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us
<mailto:yolanda.velasquez@co.hidalgo.tx.us>

AMENDMENT-REVISED (1).doc
33 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:
2016-122946

Date Filed:
10/12/2016

Date Acknowledged:
10/12/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Securus Technologies, Inc.
Dallas, 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 TX

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.
I-002265
Inmate Telephones/Video Visitation/investigations Solutions/public Safety

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Securus Technologies Holdings, Inc.	Dallas, TX United States	X	
Brucato, CJ	Boston, MA United States	X	
Kanji, Arza	Boston, MA United States	X	
Pan, Bob	Boston, MA United States	X	
Reinhold, Dennis	Dallas, TX United States	X	
Smith, Richard	Dallas, TX United States	X	
Boyd, Geoff	Dallas, TX United States	X	
Pickens, Robert	Dallas, 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:
2016-122946

Date Filed:
10/12/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Securus Technologies, Inc.
Dallas, 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 TX

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.
I-002265
Inmate Telephones/Video Visitation/investigations Solutions/public Safety

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Securus Technologies Holdings, Inc.	Dallas, TX United States	X	
Brucato, CJ	Boston, MA United States	X	
Kanji, Arza	Boston, MA United States	X	
Pan, Bob	Boston, MA United States	X	
Reinhold, Dennis	Dallas, TX United States	X	
Smith, Richard	Dallas, TX United States	X	
Boyd, Geoff	Dallas, TX United States	X	
Pickens, Robert	Dallas, 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
DIANE WENDLING
MY COMMISSION EXPIRES
July 21, 2018

RA Lee
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert Pickens, this the 12 day of October, 2016, to certify which, witness my hand and seal of office.

Diane Wendling — DIANE WENDLING

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-60330 **Purchasing Department** **21. G. 1.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software;

b. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including, but not limited to, the following Hidalgo County Department(s)/Elected Offices, Programs and/or Agencies:
1. District Attorney Office-1188F0
2. District Attorney Office-123DSK

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1223-412-00-080-007-0-340

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

BUDGETARY IMPACT:

Lexis Nexis Account # 123DSK

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-412-00-080-002-0-340

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

BUDGETARY IMPACT:

Lexis Nexis Account # 1188FO

Attachments

AGREEMENT-118F0
LEGAL APPROVAL-118F0
AGREEMENT-123DSK
LEGAL APPROVAL-123DSK
LEXIS NEXIS-123DSK-FORM 1295-
LEXIS NEXIS-1188F0-FORM 1295

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/02/2017 01:15 PM
Budget & Management	Veronica Ortiz	07/03/2017 08:53 AM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Rocio Villarreal Started On: 06/16/2017 04:56 PM

Final Approval Date: 07/07/2017

Lexis Advance® Upgrade Amendment for State/Local Government

"Subscriber" Name: Hidalgo County DA's Office	Lexis.com Account Number: 1188F0
"LN": LexisNexis, a division of RELX Inc.	

This Lexis Advance Upgrade Amendment (the "Amendment") is between LN and Subscriber and is intended to revise the LN business agreement (which may be referred to as a Subscription Agreement, Lexis Advance Subscription Agreement for Law Firms, Fixed Price Committed Period, etc. and which establishes a committed term for use of the Online Services in exchange for a fixed and/or discounted monthly commitment) (the "Agreement"), previously executed between the parties, as the same may have been previously amended.

1. Purpose of Amendment. This Amendment will serve as Subscriber's acknowledgment that its subscription will be upgraded from *lexis.com* to Lexis Advance within a commercially reasonable period after Subscriber's execution of this Amendment. As a result of this Amendment, Subscriber's access to *lexis.*com will be terminated as of **8/31/2017** (prior to this time, Subscriber will have access to the content in *lexis.com* described in the Agreement) and the Agreement will also be revised as stated below.

2. Lexis Advance Content, Term, and Charges. This Section 2 revises and restates the materials and features included in Subcriber's fixed rate plan, the charges applicable to Subscriber, and the Committed Term of the Agreement. Subscriber's access to materials outside of the fixed rate plan will be governed by the Agreement.

2.1 During the Term (as defined below), Subscriber will have access to the Lexis Advance Content & Features listed below. In addition, Subscriber will also be provided with access to the premium features Shepard's Graphical and Research Map at no additional charge during the Term.

Lexis Advance Content & Features		
Products	**SKU Number**	**Number of User**
National Primary Enhanced	1011511	
News	1010610	
TX Jury Instructions	1010497	
☐ See attached Rider No. 1 for additional Content & Features		

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2.2 The Term of the Agreement will be for Committed Terms listed in the table below Section 2.3 (the "Term"). Upon the expiration of the Committed Term, the Agreement and Amendments will automatically terminate at the end of the Committed Term in absence of a renewing amendment.

2.3 During the Term, Subscriber will pay to LN each month the "Monthly Installment" amount listed below for access to and use of the Lexis Advance Content & Features listed in Section 2.1.

Committed Period	Monthly Installment
Activation - 8/31/2017	$0.00
9/1/2017 - 8/31/2018	$765.00
9/1/2018 - 8/31/2019	$765.00

2.4 Subscriber acknowledges the pricing and content provided in this Amendment depend in part on the number of users listed for each product selected. Subscriber certifies that as of the date Subscriber signs this Amendment the number of attorneys receiving LN IDs (including attorney, judge or professional user or other support personnel) in Subscriber's office as Subscriber has specified below is true and accurate. Subscriber will be entitled to receive up to three (3) LN IDs for each number of users listed above for each product selected. Each LN ID must be issued for individual use by the attorney, judge or professional user or other support personnel. Subscriber will immediately notify LN in writing on each event of an increase in the Reference Number. At the reasonable request of LN, Subscriber will certify in writing the then-current Reference Number. If there is a change in the Reference Number, LN may, in its sole discretion, on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Installment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

Number of Government Professional Users:	

3. Miscellaneous

Except as expressly revised in this Amendment, all other terms and conditions of the Agreement will remain in full force and effect. If there are any conflicts or inconsistencies between this Amendment and the Agreement, this Amendment will control.

4. Closed Offer

The prices and other terms are subject to change to if Subscriber has not submitted a signed original or copy on or before .

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance.

AGREED TO AND ACCEPTED BY:

Subscriber: Hidalgo County DA's Office	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
Date:	

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CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	Hidalgo County DA's Office	
Billing Frequency:	☒ **Monthly**	☐ **Annually**
	Physical Address	**Invoice Address**
Street Address:	100 E Cano St	
City:	Edinburg	
State:	TX	
Zip:	78539	
County:	Hidalgo	
Telephone:	956-292-7604	
Fax:		
Parent Company: ***(if applicable)***		

Type of Organization:

☐ Legislative ☒ Judicial ☐ Executive

Professional User: _____ Practicing Area of Law: _____

Support Staff: _____ Employer Identification Number: _____

Bar No: _____ Issuing State: TX

Date Issued/Expiration Date: _____ Organization Web Address: _____

Tax Exempt: ☒ Yes (attach Sales Tax Exemption Certificate) MSA: ☐ Yes ☒ No

☐ No

Tax ID No:

State Contract No:
(If applicable)

PO No:
(If applicable)

Contacts:

	Name	**Telephone**	**Email**
Installation:			
Billing:			
Policy/Legal Notification:			
Scheduling/Training:			

	Name	**Telephone**
Super Admin:		

Email	**IP Address**

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CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached ☐)	**ID HOLDERS' TITLES/POSITIONS**	**ID HOLDERS' EMAIL ADDRESSES**	**LOCATION/ADDRESS**

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Zimbra **rocio.villarreal@co.hidalgo.tx.us**

Re: LexisNexis Account Paperwork

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Fri, Jun 16, 2017 11:06 AM

Subject : Re: LexisNexis Account Paperwork

To : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Cc : victor garza <victor.garza@da.co.hidalgo.tx.us>, Ana Galvan <ana.galvan@da.co.hidalgo.tx.us>

Rocio,

I have reviewed the amendment/agreement attached and approve as to the form of the agreement.

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

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

****

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****

On Tue, Jun 13, 2017 at 11:34 AM, Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us> wrote:

> Ms. Josie:
>
> Can you please review and approve as to form.
>
> Thank you.
>
> ROCIO VILLARREAL
> HIDALGO COUNTY PURCHASING DEPT.
> CONTRACTS MANAGER
> (956) 318-2626 Work
> (956) 292-7000 Ext. 4868 Work
> rocio.villarreal@co.hidalgo.tx.us
> 2812 S. Business Hwy 281
> Edinburg, Texas 78539
>
> ---
>
> **From:** "Ana Galvan" <ana.galvan@da.co.hidalgo.tx.us>
> **To:** "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
> **Sent:** Wednesday, May 24, 2017 8:32:34 AM
> **Subject:** Fwd: LexisNexis Account Paperwork
>
> Good Morning Rocio,
>
> Please see attached documents for Lexis Nexis. Please let me know if you have any questions.
>
> Sincerely,
>
> Ana Galvan
> Accounts Payable Specialist II
> Office of Criminal District Attorney
> Hidalgo County Texas
> 100 East Cano
> Edinburg, TX 78539

956-292-7604 Ext 8083
956-318-2078 Fax
ana.galvan@da.co.hidalgo.tx.us

---------- Forwarded message ----------
From: **Aldenderfer, Andrew (LNG-DAY)**
<andrew.aldenderfer@lexisnexis.com>
Date: Tue, May 16, 2017 at 2:41 PM
Subject: LexisNexis Account Paperwork
To: "Ana B. Galvan (ana.galvan@da.co.hidalgo.tx.us)"
<ana.galvan@da.co.hidalgo.tx.us>

Hi Ana,

Thank you for your time on the phone today in speaking about the LexisNexis account. I look forward to working with you on the account with LexisNexis.

To follow up on our conversation, I have attached the paperwork to update your account with the Lexis Advance system. Please note that we would need to have the signature section on page 3 filled out with the signature, printed name, title and date of signature. The completed copy with all pages can be sent back through e-mail to me. Also attached is a notarized copy of the Form 1295 for the account.

If you have any questions, please feel free to contact me at your convenience.

Best regards,
Andrew

Andrew Aldenderfer

Client Manager – State & Local Government

LexisNexis | Legal & Professional

Phone: (937) 247-8129

Fax: (866) 960-2857

LexisNexis®

SCHEDULE A

Investigative Portal
(Per User Subscription)

Agency (Customer) Name:	**Hidalgo County District Attorney's Office**
Billgroup #:	**123DSK**
LN Account Manager:	**Andrew Aldenderfer**

This Schedule A sets forth additional or amended terms and conditions for the use of the Investigative Portal services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). The services set forth in this Schedule A are non-FCRA Services.

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning September 1, 2017 (the "Initial Term"), and shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless a party provides written notice of termination to the other at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES
2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE		
Monthly Minimum Users:		**2**
Standard Features Fee:		**$128.75**
Premium Features Fee:	N/A	**$0.00**
Total Monthly User Fees (per user):		**$128.75**
Total Monthly Minimum Amount:		**$257.50**

All of the searches and reports included in the Price Schedule are referred to as the "Features". The total User Fees include unlimited access to all Features. User Fees shall be due each month for: (i) any user ID upon which any search occurs during a calendar month; and (ii) any user ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of such month. At the end of each twelve-month period User Fees will be increased 3%

2.3 Payment Amount: Customer shall pay to LN each month the greater of (i) total User Fees or (ii) the total monthly minimum amount(s) as specified in the Price Table.

3. EXPIRATION
Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before June 27, 2017.

4. CONFIDENTIAL INFORMATION
This Schedule A contains confidential information of LN. Customer acknowledges that the disclosure of such information could cause competitive harm to LN, and as such, Customer agrees to maintain Schedule A in trust and confidence and take reasonable precautions against such disclosure to any third party.

AGREED TO AND ACCEPTED BY: Hidalgo County District Attorney's Office

Signed: _____

Name: _____

Title: _____

Date: _____

Investigative Portal

Core Product Feature List (Pricing is per search / report unless otherwise indicated)

PRICE SCHEDULE	
FEATURES	**PRICE**
Advanced Sexual Offender Search	$0.00
Aircraft Registrations	$0.00
Bankruptcies	$0.00
Comprehensive Business Report	$0.00
Comprehensive Location Report	$0.00
Comprehensive Person Report	$0.00
Concealed Weapon Permits	$0.00
Corporate Affiliations™	$0.00
Criminal Records	$0.00
D&B FEIN	$0.00
D&B DUNS Minority and Women-Owned Businesses	$0.00
D&B Global Market Identifiers	$0.00
DEA Registrants	$0.00
Death Records	$0.00
Deaths & Obituaries in the News	$0.00
Driver Licenses	$0.00
Experian Business Reports	$0.00
FAA Pilots	$0.00
Federal Civil & Criminal Docket Summaries	$0.00
Firearms & Explosives	$0.00
Hoover's Company Capsules	$0.00
Hunting and Fishing Licenses	$0.00
Judgments & Tax Liens	$0.00
Marriage & Divorce Records	$0.00
Mergerstat	$0.00
Military Personnel (archived)	$0.00
Mortgage & Financial Service Sanctions	$0.00
Motor Vehicle Registrations	$0.00
Negative News	$0.00
OFAC & Other Watch Lists	$0.00
Official Records	$0.00
People and Businesses in the News	$0.00
Phone & Reverse Phone Lookup	$0.00
Professional Licenses	$0.00
Real Property (Assessments, Deeds & Mortgages)	$0.00
SEC Filings	$0.00
Secretary of State Filings	$0.00
Sexual Offenders	$0.00
Standard & Poor's Corporate Descriptions Plus News	$0.00
State Civil & Criminal Filings	$0.00

Statewide Public Records Business Search	$0.00
Statewide Public Records Person Search	$0.00
UCC Liens	$0.00
Voter Registrations	$0.00

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

Re: LexisNexis Account Paperwork - #123DSK

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Fri, Jun 16, 2017 09:59 AM

Subject : Re: LexisNexis Account Paperwork - #123DSK

To : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Cc : victor garza <victor.garza@da.co.hidalgo.tx.us>, Ana Galvan <ana.galvan@da.co.hidalgo.tx.us>

Rocio,

I have reviewed the attached agreement and approve as to form.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

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

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****

On Thu, Jun 15, 2017 at 2:05 PM, Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us> wrote:

> Ms. Josie:
>
> Can you pleaser 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:** "Andrew Aldenderfer (LNG-DAY)" <andrew.aldenderfer@lexisnexis.com>
> **To:** "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
> **Sent:** Thursday, June 15, 2017 1:59:25 PM
> **Subject:** RE: LexisNexis Account Paperwork - #123DSK
>
> Hi Rocio,
>
> I have attached the updated Schedule A agreement for the account.
>
> If I can answer any questions, please feel free to contact me at your convenience.
>
> Best regards,
> Andrew
>
> Andrew Aldenderfer

Client Manager – State & Local Government

LexisNexis | Legal & Professional

Phone: (937) 247-8129

Fax: (866) 960-2857

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, June 13, 2017 2:41 PM
To: Aldenderfer, Andrew (LNG-DAY)
Subject: Fwd: LexisNexis Account Paperwork - #123DSK

Hi Andrew:

Can you please provide a revise agreement under Section 1. Schedule a Term, to be dated September 1, 2017. I have the current agreement ending term of 8/31/17. In addition, Section 3 Expiration, the date needs to be revise as well. If you have any questions please feel free to contact me.

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: "Ana Galvan" <ana.galvan@da.co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>

Sent: Tuesday, June 13, 2017 1:30:23 PM
Subject: Fwd: LexisNexis Account Paperwork - #123DSK

Please see attached documents.

---------- Forwarded message ----------
From: **Aldenderfer, Andrew (LNG-DAY)**
<andrew.aldenderfer@lexisnexis.com>
Date: Thu, May 25, 2017 at 3:46 PM
Subject: LexisNexis Account Paperwork - #123DSK
To: "Ana B. Galvan (ana.galvan@da.co.hidalgo.tx.us)"
<ana.galvan@da.co.hidalgo.tx.us>

Hi Ana,

Thank you for your time this week in speaking about the accounts with LexisNexis. I have attached the paperwork for the account #123DSK for Hidalgo County.

If I can answer any questions, please feel free to contact me at your convenience.

Best regards,
Andrew

Andrew Aldenderfer

Client Manager – State & Local Government

LexisNexis | Legal & Professional

Phone: (937) 247-8129

Fax: (866) 960-2857

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:
2017-213569

Date Filed:
05/25/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RELX, Inc.
Miamisburg, OH United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County District Attorney's Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
123DSK
LexisNexis - Investigative Portal account. Public Records access

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Aldenderfer, Andrew	Miamisburg, OH United States		X

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

NOTARY PUBLIC STATE OF OHIO

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Josh Roslan, Pricing Analyst, this the 25 day of May, 20 17, to certify which, witness my hand and seal of office.

MICAH S ASCH, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 2, 2020

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
		Proposal Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-213569

Date Filed:
05/25/2017

Date Acknowledged:
07/11/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RELX, Inc.
Miamisburg, OH United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County District Attorney's Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

123DSK
LexisNexis - Investigative Portal account. Public Records access

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Aldenderfer, Andrew	Miamisburg, OH United States		X

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, 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:
2017-208118

Date Filed:
05/16/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RELX, Inc.
Miamisburg, OH United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County DA's Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
1188F0
LexisNexis Online Legal Research

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Aldenderfer, Andrew	Miamisburg, OH United States		X

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF OHIO

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Josh Roslan, Pricing Analyst, this the 16 day of May, 20 17, to certify which, witness my hand and seal of office.

MICAH S ASCH, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 2, 2020

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
		Proposal Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-208118

Date Filed:
05/16/2017

Date Acknowledged:
07/11/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RELX, Inc.
Miamisburg, OH United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County DA's Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1188F0
LexisNexis Online Legal Research

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Aldenderfer, Andrew	Miamisburg, OH United States		X

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, 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-60504 **Closed Session** **23. C.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2728-17-J; Dora Alicia Garza Ind., Dora Alicia Garza, et al v. Hidalgo County Sheriff's Office

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/28/2017 12:56 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Monica Salinas Started On: 06/28/2017 11:16 AM

Final Approval Date: 07/07/2017

AI-60512 **Closed Session** **23. D.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Claim of Ruben Hernandez
2. Claim of Elena Leal
3. Claim of Agnete Antons

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/28/2017 03:35 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Monica Salinas		Started On: 06/28/2017 03:31 PM
Final Approval Date: 07/07/2017		

AI-60510 **Closed Session** **23. E.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Claim of Benjamin Morales
2. Claim of Fernando Reyna
3. Claim of Bobby Casares

BACKGROUND

related to Joel & Debbie Casares Case/Settlement approved by court on 6/27/17

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/28/2017 03:27 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Monica Salinas		Started On: 06/28/2017 03:14 PM
Final Approval Date: 07/07/2017		

AI-60602 **Closed Session** **23. F.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Raul Muniz Jr. ; Daniel Muniz vs Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Salinas Started On: 07/06/2017 02:03 PM

Final Approval Date: 07/06/2017

AI-60607 **Closed Session** **23. G.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

c-2427-17-f: Sandra Garza vs Hidalgo County et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Salinas Started On: 07/06/2017 02:34 PM

Final Approval Date: 07/06/2017

AI-60505 **Open Session** **25. C.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2728-17-J; Dora Alicia Garza Ind., Dora Alicia Garza, et al v. Hidalgo County Sheriff's Office

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/28/2017 12:56 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM

Form Started By: Monica Salinas Started On: 06/28/2017 11:17 AM

Final Approval Date: 07/07/2017

AI-60513 **Open Session** **25. D.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Claim of Ruben Hernandez
2. Claim of Elena Leal
3. Claim of Agnete Antons

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/28/2017 03:35 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Monica Salinas		Started On: 06/28/2017 03:34 PM
Final Approval Date: 07/07/2017		

AI-60511 **Open Session** **25. E.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Claim of Benjamin Morales
2. Claim of Fernando Reyna
3. Claim of Bobby Casares

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/28/2017 03:27 PM
Final Approval	Monica Salinas	07/07/2017 04:24 PM
Form Started By: Monica Salinas		Started On: 06/28/2017 03:20 PM
Final Approval Date: 07/07/2017		

AI-60604 **Open Session** **25. F.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Raul Muniz Jr. ; Daniel Muniz vs Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Salinas Started On: 07/06/2017 02:07 PM

Final Approval Date: 07/06/2017

AI-60608 **Open Session** **25. G.**

CC - REGULAR

Meeting Date: 07/11/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

c-2427-17-f: Sandra Garza vs Hidalgo County et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Salinas Started On: 07/06/2017 02:37 PM

Final Approval Date: 07/06/2017