THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FILED
AT 4:30 O'CLOCK P M
AUG 19 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

PROFESSIONAL SERVICES AGREEMENT
C-16-273-07-19

THIS AGREEMENT is made effective **the 19th day of July, 2016**, by and between the **County of Hidalgo, Texas** ("County") and **R.O.W. Surveying Services, L.L.C.** ("Surveyor").

W I T N E S S E T H:

WHEREAS, the County requires "Surveying Services" for **"Road and Bridge, C.I.P.** and **Other Projects in General" (on an as needed basis)** located within **Hidalgo County Precinct No. 3,** and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Surveying Services", and

WHEREAS, from which "Professional Surveyor" has been selected from the "Pool" of pre-qualified Surveyors from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Surveyor" are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," the County requested proposals from professional Surveyors to assist the County by providing Surveying services; and

WHEREAS, County has selected the Surveyor to provide Surveying services within Hidalgo County Precinct No. 3, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to County "Surveying services" for and in connection to the: **"Road and Bridge, C.I.P.** and **Other Projects in General" (on an as needed basis)** located within **Hidalgo County Precinct No. 3,** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor". ***In the event the Surveyor does not provide the Scope of Services 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 the Scope of Services is secured from another firm, Surveyor will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Surveyor that Hidalgo County has caused or delayed thus preventing the Surveyor from meeting the specified agreed upon deadline to provided the Scope of Services ordered, Surveyor must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Term**. This Agreement shall commence upon approval of this agreement for a term of **one (1) year,** effective **July 19, 2016,** expiring, **July 19, 2017** or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each **"Purchase Order"**.

The County assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the County for the Surveyor to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. **Non-Exclusive Services of Surveyor** Hidalgo County reserves the right to request these services from other sources other than the Surveyor and shall not be in violation of any terms or conditions of this Agreement.

4. **Compensation.** As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit

periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor 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 Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a work order, the Surveyor shall undertake and complete the authorized work. The County or the Surveyor can request conferences to be provided at the Surveyor'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 Surveyor, or a subcontractor, the Surveyor 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 Surveyor 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 Surveyor, the County shall require the Surveyor 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 Surveyor, the County will reimburse the Surveyor 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 Surveyor 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 Surveyor or furnished to the Surveyor 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 Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this agreement.

10. **Independent Contractor.** Surveyor 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 Surveyor under this Agreement. Notwithstanding the foregoing sentence, Surveyor 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. Surveyor 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. The 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. Surveyor 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, Surveyor, 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 Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor 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 Surveyor.

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 Surveyor, 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 Surveyor 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, Surveyor 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 Surveyor=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:	County of Hidalgo Attention: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to Surveyor:	**R.O.W. Surveying Services, LLC** **Attn: Julio Cerda, P.E./President** **900 S. Stewart Road, Suite 13** **Mission, Texas 78572**

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

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

Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Surveyor in accordance with its terms.

26. Commitment of Current Revenues. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Surveyor. The 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 the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1995).

27. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS WHEREOF, the **Surveyor** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 19th day of July, **2016**.

SURVEYOR:
R.O.W. SURVEYING SERVICES, LLC

BY: _____
Julio Cerda, P.E., President

OWNER:
HIDALGO COUNTY

BY: _____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

APPROVED BY
COMMISSIONERS' COURT
ON: 7/19/16

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Surveyor
EXHIBIT B	-Surveying Rate Schedule
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
(956) 318-2626/ Fax: (956) 318-2629

Date: February 01, 2016

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications-**"Professional Surveying Services Annual Pool - Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2016-006-02-17-SGS

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/sgs
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Surveying Services Annual Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2016-006-02-17-SGS

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2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	2
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6.	Exhibit D-1, CIQ Conflict of Interest Questionnaire	3
7.	Exhibit D-2, CIS – Conflict Disclosure Statement	3
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	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 Surveying Services Annual Pool"

RFQ NO: 2016-006-02-17-SGS

Acceptance Due Date: **February 17, 2016**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandy Suarez, Buyer II
(956) 318-2626 Ext. 4860
sandy.suarez@co.hidalgo.tx.us

1. Sealed qualifications will be received for **"HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL SURVEYING SERVICES ANNUAL 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, two (2) copies** of all qualifications and **eight (8) CDs in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ: 2016-006-02-17-SGS-HIDALGO COUNTY (Including all funding sources, programs, and entities) "Professional Surveying Services Annual 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 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: 2016-006-02-17-SGS-HIDALGO COUNTY (Including all funding sources, programs, and entities) "Professional Surveying Services Annual 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:	2016
Commence Work or Deliver Products:	2016

16. HIDALGO COUNTY HOLIDAYS:

2016 YEAR	
New Year's Day	01/01/16
Martin Luther King Day	01/18/16
President's Day	02/15/16
Good Friday	03/25/16
Memorial Day	05/30/16
Independence Day	07/04/16
Labor Day	09/05/16
Columbus Day	10/10/16
Veteran's Day	11/11/16
Thanksgiving Day	11/24/16-11/25/16
Christmas Day	12/23/16-12/26/16
New Year's Eve	12/30/16

17. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**

  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D-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 Project No. (i.e. 2016-000), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: 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.***

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 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.

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 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.

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. 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.

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 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.

28. 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.

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, ad dress, 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 nonconforming.

Request for Qualifications
For
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Surveying Services Annual Pool"
RFQ NO: 2016-006-02-17-SGS

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: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES ANNUAL POOL"

RFQ № 2016-006-02-17-SGS

Internal Use - Commodity Code: 925-86

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Surveying (firms) in order to establish a pre-qualified pool 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 Real Estate Surveyors 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 Surveying Services Annual Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)-**REQUEST FOR QUALIFICATIONS** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, February 17, 2016. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the REQUEST FOR QUALIFICATIONS:

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of **one (1) original, three (3) hard 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 labeled with the Company's name, RFQ Number 2016-006-02-17-SGS Project Title "Professional Surveying Services Annual Pool", and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQ's, bids, Qualifications 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, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of 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 of 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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.

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT) WILL BE INCLUDED IN PACKET AS EXHIBIT "D-2".

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's 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 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: **sandy.suarez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, February 10, 2016 at 5:00 p.m. Responses will be sent to all applicants by Friday, February 12, 2016. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period 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 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 may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents 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 surveying firm(s) that has had experience in, but not limited to, the following areas:

SCOPE OF SURVEYING SERVICES:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.

2. Topographical survey, including establishment of survey benchmark.

3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.

4. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited to the following information:

a) Firm name, address, phone number and person to contact regarding the Statement for Qualifications.

b) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

c) List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

d) Ability to commence services immediately after successfully negotiating a contract for services.

e) Familiarity with the geographical area.

f) Statement regarding an Affirmative Action Program.

g) Minimum of $1,000.000.00 Professional liability, errors and omissions, insurance liability, errors and omissions, insurance.

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 required by State of Texas.

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/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. **RESPONSIVENESS:** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) **FIRM CAPABILITIES:** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County
   g) Current workload
   h) Ability to commence various requested projects simultaneously
   i) Completion of projects within budgets

3. **STAFFING:**

   25 points

   a) Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Real Estate Surveyor 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 Real Estate Surveyor Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in RFQ.

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) 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;

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES ANNUAL POOL
RFQ NO: 2016-006-02-17-SGS

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL _____
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL _____
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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 EA ACC AUTO ONLY AGG	$ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ 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** **2012 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

EXHIBIT D-1

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT D-2

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.

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public_____

My commission expires: _____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business: Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated 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 verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
"PROFESSIONAL SURVEYING SERVICES ANNUAL POOL"

RFQ No.: 2016-006-02-17-SGS

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

_____ 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- (Conflict of Disclosure Statement)

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ 1 Original, 3 Copies, and 8 CD's containing a **complete copy of Response**.

_____ _____
SIGNATURE DATE

EXHIBIT "A"

Scope of Services to be provided by the Surveyor

EXHIBIT "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

SECTION 5 - RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
SURVEYORCITY/COUNTY

NOTE: No work involving right-of-way (ROW) data is to be performed until the ENGINEER has given the SURVEYORwritten approval of the final location of the proposed ROW lines as approved by TxDOT and the CITY.

A. RIGHT-OF-WAY MAPPING:

1. PURPOSE:
The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.

2. DEFINITIONS:
For purposes of this Contract, the following definitions shall apply:

2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.

2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.

2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.

2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.

2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.

2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.

2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.

2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.

2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.

2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

Services Provided By: SURVEYORCITY/COUNTY

2.11. Preliminary Right-of-Way Layout/Abstract Map– A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample Attached)*

3. WORK TO BE PERFORMED:

___ ___ 3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

3.1.6. Preliminary Parcel numbering system.

3.1.7. Any and all utilities (permitted or of record)

3.1.8. Reference Sample provided.

___ ___ 3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

EXHIBIT "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

Services Provided By:
SURVEYOR CITY/COUNTY
___ ___

3.2 *Right-of-Way Map Continued (continued)*

3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.

3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.

3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.

3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.

3.2.8. County lines and city limit lines shall be located and identified by name.

3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.

3.2.10. Monumentation set or found shall be shown and described as to material and size.

3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.

3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.

3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.

3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.

3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.

3.2.16. Building lines or set-back lines shall be shown and identified.

3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).

3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.

3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

Services Provided By:
SURVEYOR CITY/COUNTY
___ ___

3.2 *Right-of-Way Map Continued (continued)*

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

EXHIBIT "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

Services Provided By: SURVEYORCITY/COUNTY

3.3. Exhibits:

An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.

___ ___ 3.3.1. Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.
   The property description shall continue with a metes and bounds description which shall include as a minimum:
d. A point of commencing.
e. A point of beginning with the appropriate N and E surface coordinates.
f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.
g. A description of all monumentation set or found shall include, as a minimum, size and material.
h. A reference to the source of bearings, coordinates, and datum used.

___ ___ 3.3.2. Parcel Plat:

A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

EXHIBIT "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

Services Provided By: SURVEYOR	CITY/COUNTY	
		4. DELIVERABLES: In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):
___	___	4.1. An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications defined in 2.11.
___	___	4.2. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications defined in 2.12, 3.2 and 3.3.
		ROW Map Submittal Requirements:
		4.2.1. Two (2) paper sets of half-size ROW maps (11"x 17")
		4.2.2. One (1) paper set of the full-size ROW maps (22"x 34")
		4.2.3. Four (4) sets of original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
		4.2.4. City requires one (1) electronic copy of the ROW Map on a CD,and One (1) copy of the DGN electronic file on a CD from the surveyor-Both the electronic copy of the ROW Map and the DGN file can be on one CD.
		IF Roadway is ON-SYSTEMand after Administrative Approval of the ROW Maps by Division (REVISIONS) Submittal Requirements:
		4.2.5. Two (2) paper sets of the half-size of the affected ROW map sheets (11"x17"), detailing the revision
		4.2.6. One (1) paper set of the full-size of the affected ROW map sheets (22"x 34"), detailing the revision
		4.2.7. Four (4) sets of any revised original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
		4.2.8. Division needs one (1) electronic copy of the revised ROW Map sheets on a CD, and
		4.2.9. One (1) copy of the DGN electronic file on a CD from the surveyor-detailing the revision-Both the electronic copy of the revised ROW Map sheets and the DGN file can be on one CD.
___	___	4.3. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations of the proposed centerline alignment.
___	___	4.4. Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER of the proposed centerline.
___	___	4.5. A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.
___	___	4.6. Records used to establish ownership.
___	___	4.7. ROW and parcel filed notes signed and sealed by a RPLS.
___	___	4.8. Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.
___	___	4.9. Items indicated under the Automation Requirements Section 6.
___	___	4.10 Completed (Attached) Checklist with submittal of ROW Map etc.

Services
Provided By:
SURVEYORCITY/COUNTY

5. GENERAL REQUIREMENTS:

For purposes of this Contract, the following general requirements shall apply:

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

6. AUTOMATION REQUIREMENTS:

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

6.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

6.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

6.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

6.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

6.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.

6.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

6.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

EXHIBIT "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

Services
Provided By:
SURVEYORCITY/COUNTY

7. GENERAL SPECIFICATIONS:

For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER regarding mylar products he intends to use which have not been previously used on State projects.

7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. ADHERENCE TO STANDARDS:

For purposes of clarity, consistency, and ease of understanding, the CITY/COUNTY, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130:

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

EXHIBIT "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.

MAP:

General

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

EXHIBIT "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

Existing information:
___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

EXHIBIT "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

Beginning Description

___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.

___ Point of beginning is on proposed R.O.W. line

Particular Description

___ Traverse calls are clockwise sequence

___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet

___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot

___ Calls are numbered

___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description

___ Last call leads back to P.O.B.

___ Restates area of parcel

___ Establishes taking in existing road R.O.W. if applicable

___ Legal description is referenced to Plat

___ Sealed and signed

___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH:

___ Shows P.O.B. and P.O.C.

___ All data corresponds exactly with Map and Field Notes

___ Sheet size is no larger than 81/2" x 11"

___ Plat closely matches example provided

___ Plat referenced to legal description

___ Sealed and signed

___ Include an access clause whether access is permitted or denied *(if applicable)*

___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable

___ Computations show area that is existing road R.O.W. if applicable

___ Traverse calls are in clockwise sequence

___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services Provided By:
SURVEYORCITY/COUNTY

DESIGN AND CONSTRUCTION SURVEYS:

PURPOSE:

The purpose of a "design survey" is to provide field information in support of transportation systems design.

The purpose of a "construction survey" is to provide field data in support of highway construction.

DEFINITIONS:

A "design survey" is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A "construction survey" is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

1. Design Surveying

___ ___ a. Primary Project Control – 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

___ ___ b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Control Data Sheets for inclusion in the Construction Project Plans signed and sealed by an R.P.L.S.
(1) No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
(2) The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
(3) The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
(4) The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
(5) Project control base lines

___ ___ (6) Photogrammetric ground control
(a) Establish horizontal control
(b) Establish vertical control points

(c) Place and maintain control point targets

Services
Provided By:
SURVEYORCITY/COUNTY

___ ___

c. Other Design Surveying

(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set H&V Control at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each H&V Control. Provide an H&V Control along each outfall identified on the Hydrologic Map. The H&V Control shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Control Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.

(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D &3D) for the limits of the project.

(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.

(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).

(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibilityof the Surveyor.

(6) The Surveyor shall stake the proposed centerline on the existing fields as approved by Engineerbefore construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).Reference missing voids as per CD provided by the Engineer.

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout "EXHIBIT E". The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. Jointly the SURVEYOR and the ENGINEER will identify from records such as the Irrigation District Maps and the A&M Data of existing irrigation lines that will need to be tied down. The SURVEYOR will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

(10) Tie to existing underground and overhead utilities (location, elevation and direction)

Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.

Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the

lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

Services Provided By: SURVEYOR	CITY/COUNTY	
___	___	(11) Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified.
		(12) Driveways and Turnouts
		(a) Inventory commercial entrances, public roads and side streets separately.
		(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.
		(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.
		(d) Obtain width at R.O.W. line.
		(e) Obtain elevations at both edges of the driveway or turnout in line with theside drain.
___	___	(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
___	___	(14) Soil core hole staking at bridge class structures.
___	___	(15) Determine changes in topography from voids and outdated maps due to development,erosion, etc.
___	___	(16) Profiles of existing drainage facilities.
___	___	(17) Measurement of hydraulic opening under existing bridges.
___	___	(18) Obtain elevations of manholes and valves of utilities
___	___	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
___	___	(20) Ties to existing bridges railroad rail elevations or culverts that may conflict with new construction.
___	___	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
___	___	(22) Inventory signs, mailboxes, and driveways
___	___	(23) Locate wetlands.
___	___	(24) Locate existing right-of-ways.

d. Construction Surveys:

In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:

___	___	(1) Stake existing and/or proposed right-of-ways.
___	___	(2) Stake existing and/or proposed baseline/centerline.
___	___	(3) Stake proposed bridge structures.
___	___	(4) Stake proposed drainage structures, such as manholes, culverts, etc.
___	___	(5) Set grade stakes.
___	___	(6) Recover and check existing control points.
___	___	(7) Establish additional control points.
___	___	(8) Check elevations and locations of structures.
___	___	(9) Determine and resolve conflicts associated with survey data.

Services
Provided By:
SURVEYORCITY/COUNTY

2. Photogrammetric Products

a. Uncontrolled Photography
   (1) Contact Prints
   (2) Mosaics
   (3) Digital ortho plots

b. Mapping
   (1) Planimetric Maps
   (2) Contour Maps
   (3) Cross Sections
   (4) Profiles
   (5) Digital Terrain Models (DTM)

3. UTILITY SUBSURFACE INVESTIGATION:

Utility Quality Levelsare in cumulative order (least to greatest) as follows

3.1. Quality Level C - Existing Records: Utilities are plotted from review of available existing records that will be generated by the Engineer on the schematic and provided to the surveyor for his further creation of a Utility Map which will be turned in as a deliverable as part of this work order.

3.2. Quality Level B - Surface Visible Feature Survey: The Surveyor shall gather the field tied Utility Information and compare it to the existing records (if any) as provided by the Engineer and correlate with surveyed surface-visible features. The surveyor shall create a Utility Layout Map or plan layout 2D, showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations. The Layout Map will include all utilities that have been field tied – 2D Horizontal Utilities. This Layout will be provided to the Engineer and a meeting held with Engineer to identify which utilities will need to be tied down vertically. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the Engineer. This information will be provided in the latest version of Micro Station or Geopak used by the State. The electronic file will be delivered on C.D. or DVD. A hard copy is required and must be signed, sealed, and dated by the Surveyor. Note: Determine and inform the Engineer of the approximate utility depths at critical locations. This depth indication is understood by the Engineer to be approximate only and is not intended to be used for preparing the construction plans.

3.3. Subsurface Utility Locate (Test Hole) Service (Quality Level A),**THE SURVEYOR SHALL ESTIMATE LOCATING VERICALLY 25 UTILITES PER MILE OR AS IDENTIFIED BY THE ENGINEER.** Locate shall mean to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B and C. The Surveyor shall:

3.3.1 Review the requested test hole locations that have been identified by the Engineer and Coordinate with utility owner inspectors as may be required by law or utility owner policy.

Services Provided By:
SURVEYORCITY/COUNTY

3. *Utility Subsurface (continued)*

3.3.2 Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:

- Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
- Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
- Elevation of existing grade over utility at test hole location.
- Horizontal location referenced to project coordinate datum.
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
- Utility facility material(s).
- Utility facility condition.
- Coating/Wrapping information and condition.
- Unusual circumstances or field conditions.

3.3.3 Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.

3.3.4 Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.

3.3.5 Provide complete restoration of work site and landscape to equal or better condition than before excavation.

3.3.6 Plot utility location position information on the Utility Layout sheet and identify the vertical elevation and sealed by the responsible Surveyor. This information will be provided in the latest version of Micro Station or Geopak format used by the State. The electronic file will be delivered on C.D or DVD.

4. <u>DELIVERABLES:</u>

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

___ ___ 4.1. Digital Terrain Models (DTM) in a format acceptable by the ENGINEER.

___ ___ 4.2. Final H&V Field Book Binder with all pertinent information obtained in the field for DesignSurveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys.

___ ___ 4.3. Computer printouts or other tabulations summarizing the results of field surveys.

___ ___ 4.4. Digital files or media acceptable by the ENGINEER containing field survey data.

___ ___ 4.5. Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.

___ ___ 4.6. Field survey notes, as electronic and/or hard copies.

___ ___ 4.7. A H&V Control Book identifying the basis of the Primary and Secondary Control and an 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
SURVEYORCITY/COUNTY

4. *Deliverables (continued)*

___ ___ 4.8. Final mylar set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines.

___ ___ 4.9. A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including propertydescriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder.

___ ___ 4.10. Survey reports in a format requested by the ENGINEER.

___ ___ 4.11. Items indicated under the Automation Requirements Section 6.

5. GENERAL REQUIREMENTS:

5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.

5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.

5.3. Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.4. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.

5.5. Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.6. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:

- Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.
- Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.1 of one foot.
- Utilities and improvements: less than 0.2 of one foot.
- Cross-sections and profiles: less than 1 foot.
- Bore holes: less than 3 feet.
- Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.02 of one foot.
- Utilities and improvements: less than 0.1 of one foot.
- Cross-sections and profiles: less than 0.2 of one foot.
- Bore holes: less than 0.5 of one foot.

Services
Provided By:
SURVEYORCITY/COUNTY

5. AUTOMATION REQUIREMENTS:

6.1 Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.

6.2 Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.

6.3 Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

EXHIBIT "B"
Surveying Rate Schedule

Exhibit B

R.O.W. Surveying Services, L.L.C.

Contract Rate 2016

Labor/Staff Classification	Contract Rate
Survey PM	$ 124.00
RPLS	$ 125.00
Survey Technician	$ 82.00
4-Man Survey Crew	$ 174.00
3-Man Survey Crew	$ 155.00
2-Man Survey Crew	$ 130.00
Admin/Clerical	$ 50.00

Contract Rates include labor, overhead, and profit.

Other Direct Expenses:	Cost
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet

Updated 01/01/2016

EXHIBIT "C"
Insurance Requirements

Exhibit C

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 1400 N. McColl Rd #105 McAllen TX 78501	CONTACT NAME: Leticia Gallegos PHONE (A/C, No, Ext): 956-668-3516 FAX (A/C, No): 956-687-1286 E-MAIL ADDRESS: Leticia.Gallegos@higginbotham.net
INSURED SOUTH367 South Texas Infrastructure Group LLC; R.O.W. Surveying Services LLC 900 S Stewart #13 Mission TX 78572	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Sentinel Insurance Company, LTD — 11000 INSURER B : Trumbull Insurance Compamy — 27120 INSURER C : Underwriters at Lloyds, London — 32727 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 578277248 **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:			65SBAIX7735	4/10/2016	4/10/2017	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 $ $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			65UECAW2107	4/10/2016	4/10/2017	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			65W8CAH9283	4/10/2016	4/10/2017	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
C	Professional Liability			ANE133704516	4/10/2016	4/10/2017	Per Claim General Aggregate	1,000,000 1,000,000

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

Additional Insured as respects to General Liability and Auto Liability.
Waiver of Subrogation applies in favor of General Liability, Auto Liability and Workers Compensation, as permitted by law.

CERTIFICATE HOLDER

Hidalgo County
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

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Rocio

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
July 19, 2016
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the court were in attendance.

2. Pledge of Allegiance

Judge Garcia led the courtroom in reciting the Pledge of Allegiance.

3. Prayer

Mrs. Julia Benitez Sullivan led the courtroom in Prayer.

4. Approval of Consent Agenda

The court approved the entire consent agenda.

5. County Judge's Office:

A. AI-55240 Discussion, consideration, and possible action to adopt Hidalgo County Resolution of Intent to establish a Property Assessed Clean Energy Program (PACE), as required by Tex. Local Gov't Code Section 399.008.

Michael Leo, County Judge's Office, introduced the possible acceptance resolution of intent to establish a Property Assessed Clean Energy Program (PACE). Mr. Leo reminded the members that last year representatives introduced this program, which provides the opportunity for commercial building owners to obtain financing for energy efficient improvements. He emphasized that this document does not bind the county, it only enables the county to move forward.

Mr. Jonathon Blackburn, Managing Director (PACE) informed that they are a 5.01C none profit administrator of (PACE) programs in Texas, working along with the Lower Rio Grande Valley Development Council. The program provides a way for Hidalgo County commercial property owners to finance improvements to their infrastructures, with no money out of pocket. This is done by using the property assessment mechanism.

SPECIAL MEETING - July 19, 2016

BE IT REMEMBERED, that on this 19th day of July A.D., 2016, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE EDUARDO "EDDIE" CANTU	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

D. **Pct. 3**

1. **AI-55431** Approval of Change Order No. 2 in connection with the PCT #3 "Mile 2 North Roadway Project" (C-14-153-02-17) reflecting an increase in the amount of $27,109.43 for a new contract amount of $ 1,568,714.01 from contracted vendor, IOC Company, LLC and as recommended by project engineer, L&G Engineer subject to compliance with HB1295 if and when applicable; with authority to execute document.

   On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

   Vote: 5 - 0 - Unanimously

2. **AI-55370** Acceptance and approval to execute the final form of a Professional Surveying Agreement with R.O.W. Surveying Services, LLC for "Road and Bridge, C.I.P., and Other Projects in General (On An As Needed Basis) for Pct 3,"as approved for negotiations on CC 6/20/16.

   On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

   Vote: 5 - 0 - Unanimously

E. **Pct. 4**

1. **AI-55434** Ratification of fully executed Change Order No. 1 reflecting an additional 39 calendar days due to rain days and time involved to receive electrical materials specified by the Engineer with contractor Gomez Paving, LLC for Construction of Parking Lot at San Carlos CRC and Sunflower Park, Pct. No. 4 as submitted though project engineer LeFevre Engineering & Management Consulting, LLC (C-16-115-04-05) subject to compliance to HB1295 & HB23 if and when applicable.

   On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

   Vote: 5 - 0 - Unanimously