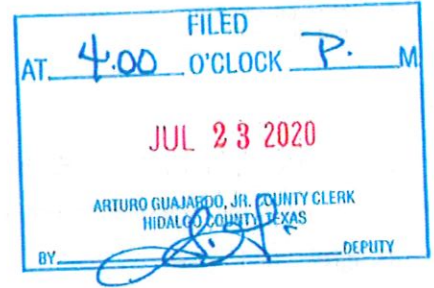




MULTIPLE USE AGREEMENT



STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and Hidalgo County, Texas, hereinafter called the "County", party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the 21st day of July, 2020, the governing body for the "County", entered into Resolution/Ordinance No. Resolution hereinafter identified by reference, authorizing the County's participation in this agreement with the State; and

WHEREAS, the County has requested the State to permit the construction, maintenance and operation of a public Shelter for Bus Stop on the highway right of way, (ROADWAY) SH 107 CONTROL SECTION NO. 342-1). (North East corner of 86th Street and SH 107 Coordinates 98, 04, 07" W 26, 17, 43: N). The Bus Stop Shelter has an address, which is 8633 E. State Highway 107, San Carlos, Texas, 78542

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the County will enter into agreements with the State for the purpose of determining the respective responsibilities of the County and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

County will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, and adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks curb ramps and other pedestrian elements to be constructed, either on site or off site, by the County shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the County and found not to comply with ADA or TAS shall be corrected at the entire expense of the County.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1¹/₂ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those

required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the County. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that County has failed to comply with these responsibilities, it will perform the necessary work and charge County the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The County shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The County shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the County for the use of the facility under this agreement, the County will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the County must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the County's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and County shall be responsible for the facility's timely removal at no cost to the State. If the State determines that County has failed to timely remove the facility, it will perform the necessary work and charge County the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The County shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The County shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

County AGREES TO HOLD AND SAVE THE STATE OF TEXAS FREE FROM DAMAGES THAT MAY RESULT FROM CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2020, THE COUNTY SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the County. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the County shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The, County shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. County shall include TxDOT as an additional insured by endorsement in County's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the County's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The County shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The County, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the County shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The County must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the County, if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE
(Mailing Address)
Texas Department of Transportation
Maintenance Division
125 East 11th Street
Austin, Texas 78701-2483

(Name of other party)
(Mailing Address)
County of Hidalgo
Attn: County Judge
100 East Cano Street (2nd Floor)
Edinburg, Texas 78504

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

Exhibit A - General Layout
Exhibit B - Metes and Bounds Description
Exhibit C - Approved Construction Plans
Exhibit D - Certificate of Insurance (TxDOT Form 1560)
Exhibit E - Attachment A (FHWA Additional Requirements)

Form 2044 (Rev. 02/15)
Page 0 of 10

IN WITNESS WHEREOF, the parties have heretofore affixed their signature, the

_____ on the _____ day of _____, 20____, and the
State on the _____ day of 12/1/2020, 20_____.

STATE OF TEXAS

County of Hidalgo

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

(Name of other party)

By: Richard F. Cortez
Signature

Richard F. Cortez
Printed Name

By: Alanna Bettis, P.E.
FOR 652B54A269034EB... Director, Maintenance Division

County Judge

Alanna Bettis, P.E.

Title

Printed Name

Hidalgo County, Texas
Agency

12/1/2020

Date

Office of the Hidalgo County Judge
(956) 318-2600
Contact Office and Telephone No.

APPROVAL RECOMMENDED:

By: Pedro R. Alvarez
District Engineer

Pedro R. Alvarez

Printed Name

11/30/2020

Date

APPROVED BY
COMMISSIONERS' COURT
ON: 12/1/20

APPROVED AS TO FORM:
Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: Robert Vña, III
Assistant District Attorney

ATTEST: Arturo Guajardo, Jr.
By: Arturo Guajardo, Jr.
County Clerk



ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the airspace facility ceases to be used or is abandoned.

EXHIBIT E

Executed Resolution

FILED
AT 4:00 O'CLOCK P. M.
JUL 23 2020
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

RESOLUTION

RESOLUTION APPROVING THE EXECUTION OF A MULUTIPLE USE AGREEMENT (MUA) WITH AUTHOURITY FOR THE COUNTY JUDGE TO SIGN THE AGREEMENNT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A BUS SHELTER AND BUS STOP IN SAN CARLOS BETWEEN NORTH 86TH STREET AND NORTH 87TH STREET SAN CARLOS, TEXAS.

WHEREAS, The County of Hidalgo and the Texas Department of Transportation (TxDot) have identified the need for a bus shelter and bus route for the San Carlos community off of State Highway 107; and

WHEREAS, the Lower Rio Grande Development Council Valley Metro Transit Center currently has a bus route, identified as Route 12, that passes through the community of San Carlos where the proposed bus shelter and bus stop is to be located and provides transportation from unurbanized areas to urbanized areas and vice versa; and

WHEREAS, this bus shelter and bus stop will serve all the constituents of the San Carlos Community and the County,

Whereas, more importantly, it will service transportation and access to constituents to and from The University of Texas Rio Grande Valley Area Health Education Center (AHEC) which provides medical services to more than 3,000 residents per calendar year; the office of Woman, Infant and Children (WIC) which is a nutrition education program which provides supplemental foods and promotes good health for pregnant and postpartum women, infants and also children up to the age of five.; the Hidalgo County Head Start which provides educational services for children; and Tu Salud Si Cuenta which addresses high rates of obesity and diabetes in the Hidalgo County community.

NOW, THEREFORE, BE IT RESLOVED, the County Commissioners' Court approves the execution of this resolution to submit the Multiple Use Agreement for the construction of a Bus Shelter and Bus Stop in the San Carlos Community off State Highway 107 and authorizes the County Judge to sign said agreement with the Texas Department of Transportation.

Passed and approved this 21st day of July, 2020

Richard F. Cortez
RICHARD F. CORTEZ
County Judge

Attest:
Arturo Guajardo Jr.

ARTURO GUAJARDO,
County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 7/21/20 *me*

Exhibit A

Highway: State Highway 107

Control Section: 342-1

Description: General Location Map

Coordinates: 98, 04,07 " W 26, 17, 43" N



Exhibit A

Highway: State Highway 107

Control Section: 342-1

Description: Detailed Location Map

Coordinates: 98, 04,07 " W 26, 17, 43" N





Lower Rio Grande Valley Development Council

Mayor David Suarez, Weslaco President
 Mayor Jim Darling, McAllen..... 1st Vice-President
 Judge Aurelio "Keter" Guerra, Willacy County 2nd Vice President
 Mayor Ambrosio "Amos" Hernandez, Pharr Secretary
 Mayor Chris Boswell, Harlingen Treasurer
 Hon. Norma G. Garcia, Member-at-Large..... Immediate Past President

BOARD MEMBERS

David A. Garza
Commissioner, Cameron County

David Fuentes
Commissioner, Hidalgo County

Pilar Garza
Commissioner, Alamo

Trey Mendez,
Mayor, Brownsville

Gilbert Enriquez
Councilman, Edinburg

Yolanda H. Cruz
Mayor Pro-tem, Los Fresnos

Rick Salinas
Commissioner, Lyford

Henry Hinojosa
Mayor, Mercedes

Norie Gonzalez Garza
Mayor Pro-tem, Mission

Dave Kusch
Mayor, Primera

Edward Gonzales
Commissioner, Raymondville

Benjamin "Ben" Gomez
Mayor, San Benito

Marco "Markie" Villegas
Mayor, San Juan

Veronica Gonzales
UT Rio Grande Valley

Paul Hernandez
South Texas College

Javier De Leon
Texas State Technical College

Troy Allen
Delta Lake Irrigation District

Ronald Mills
Willacy County Navigation District

Celeste Sanchez
Member-at-Large

Commissioner Jesse Zuniga
Member-at-Large

Christina Patiño Houle
Grassroots Organizations

EXECUTIVE DIRECTOR
Ron Garza

9-1-1 PHYSICAL ADDRESS NOTIFICATION

May 15, 2020

Ticket#: 2005081213

NAME: JOSE OCHOA
COORDINATES: 26.29527778, -98.06861111

Based on the coordinates or information provided, we have established the **9-1-1 PHYSICAL ADDRESS** as:

8633 E STATE HIGHWAY 107
SAN CARLOS, TX

DISCLAIMERS:

1. Please be advised that this **9-1-1 Physical Address** is what we will use in our 9-1-1 system in case of any emergency and this is the information that will be displayed to our Emergency Responders.

If you have any questions, please contact us at (956) 682-3481 ext. 174.

Sincerely,

Manuel Cruz
LRGVDC,
Director of Public Safety

May 15, 2020
Date

Exhibit B

Highway: State Highway 107

Control Section: 342-1

Description: General Location Map

Coordinates: 98, 04,07 " W 26, 17, 43" N

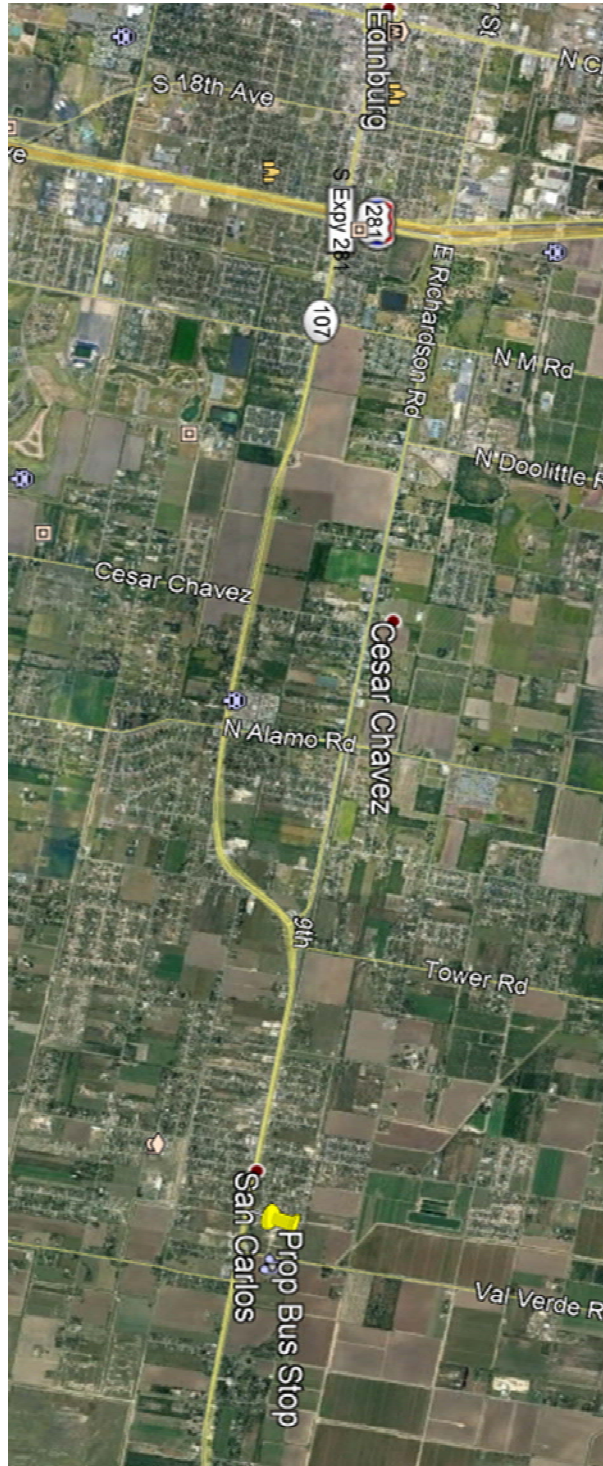


Exhibit B

Highway: State Highway 107

Control Section: 342-1

Description: Detailed Location Map

Coordinates: 98, 04,07 " W 26, 17, 43" N



Exhibit C

Preliminary Approved Construction Plans

Exhibit D
Certificate Of Insurance



CERTIFICATE OF INSURANCE

Form 1550
(Rev. 07/12)
Previous editions of this form may not be used.
Page 1 of 2

Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on page two of this form. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: HIDALGO COUNTY

Street/Mailing Address: PO BOX 1356

City/State/Zip: EDINBURG, TX 78540

Phone Number: (956) 292 - 7032

WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone #: () -	
Address:			City, State, Zip:	
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability:
Workers' Compensation				Not Less Than: Statutory - Texas

COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name: THE PRINCETON EXCESS SURPLUS LINES			Carrier Phone #: (800) 305 - 4594	
Address: 555 COLLEGE ROAD EAST			City, State, Zip: PRINCETON, NJ 08543	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Commercial General Liability Insurance	N1A3RL000008700	01/01/2013	01/01/2014	Not Less Than: \$1,000,000 each occurrence \$1,000,000 / 2,000,000

BUSINESS AUTOMOBILE POLICY:

Carrier Name: THE PRINCETON EXCESS SURPLUS LINES			Carrier Phone #: (800) 305 - 4594	
Address: 555 COLLEGE ROAD EAST			City, State, Zip: PRINCETON, NJ 08543	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Business Automobile Policy	N1A3RL000008700	01/01/2013	01/01/2014	Not Less Than: \$500,000 combined single limit \$1,000,000 CSL

UMBRELLA POLICY (if applicable):

Carrier Name:			Carrier Phone #: () -	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Umbrella Policy				

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

Agency Name

MONTALVO INSURANCE

Address

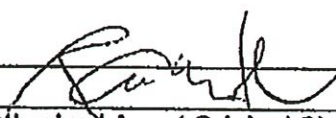
PO BOX 2

City, State, Zip Code

WESLACO, TX 78599

(956) 968 - 5521

Authorized Agent's Phone Number


Authorized Agent Original Signature

02/06/2013

Date

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

Fax completed form to: 512/416-2536



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2013

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 3-818-539-2300 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. License #0726293 505 North Brand Boulevard, Suite 600 Glendale, CA 91203-3944 818-539-2300 INSURED TRISTAR Insurance Group, Inc. 100 Oceanside Avenue, Suite 700 Long Beach, CA 90802	CONTACT NAME: PHONE: (AG, Ho, Est): E-MAIL: ADDRESS: FAX (AG, No):
INSURER(S) AFFORDING COVERAGE	
INSURER A: ZURICH AMER INS CO INSURER B: AMERICAN GUAR & LIAB INS INSURER C: Chartis Specialty Insurance Company INSURER D: NATIONAL UNION FIRE INS CO OF PITTS INSURER E: INSURER F:	NAIC # 16535 26247 26003 19445

COVERAGES **CERTIFICATE NUMBER:** 21386867 **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.

WBR LTR	TYPE OF INSURANCE	ADDL SUBS INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X Incl. Contractual Liab GENL. AGGREGATE (LIMIT APPLIES PER POLICY) <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> LOC		CPO554360200	01/01/13	01/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP-OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY X ALL OWNED AUTOS X Hired Autos X Comp. Ded. <input checked="" type="checkbox"/> COLL. Ded.	SCHEDULED AUTOS NOT OWNED AUTOS	CPO554360200	01/01/13	01/01/14	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ \$
B	UMBRELLA LIAB EXCESS LIAB LEM RETENTION	X OCCUR CLAIMS-MADE	ATG554347900	01/01/13	01/01/14	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROFESSIONAL PARTIAL EXECUTIVE OFFICER MEMBER EXCLUDED (Mandatory in HI) If yes describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N/A				WC STAT. OFF. LIABILITY \$ EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE POLICY LIMIT \$
C	Errors & Omissions		01-456-76-33	01/01/13	01/31/13	Aggregate 10,000,000
D	Crime		01-450-15-52	01/01/13	01/31/13	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Evidence of Insurance Only.

CERTIFICATE HOLDER Hidalgo County Purchasing Dept. 2012 G. Business Highway 281 New Administration Building Edinburg, TX 78539 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Certificate Of Completion

Envelope Id: B03A864CC6F343E1A9AA5C8A4D72D98A	Status: Completed
Subject: Please DocuSign: Bus Shelter MUA.pdf	
Source Envelope:	
Document Pages: 24	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Cynthia Ramirez
Time Zone: (UTC-06:00) Central Time (US & Canada)	125 E. 11th Street
	Austin, TX 78701
	Cynthia.Ramirez@txdot.gov
	IP Address: 204.64.21.250

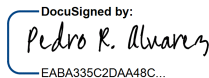
Record Tracking

Status: Original	Holder: Cynthia Ramirez	Location: DocuSign
11/30/2020 3:25:40 PM	Cynthia.Ramirez@txdot.gov	

Signer Events

Pedro R. Alvarez
 PEDRO.ALVAREZ@TXDOT.GOV
 District Engineer
 Texas Department of Transportation
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 EABA335C2DAA48C...
 Signature Adoption: Pre-selected Style
 Using IP Address: 107.77.222.143
 Signed using mobile

Timestamp

Sent: 11/30/2020 3:31:08 PM
 Viewed: 11/30/2020 4:05:59 PM
 Signed: 11/30/2020 4:06:19 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/22/2016 1:43:57 PM
 ID: f7d59b56-012b-4500-b95f-203254d600bd

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/30/2020 3:31:08 PM
Certified Delivered	Security Checked	11/30/2020 4:05:59 PM
Signing Complete	Security Checked	11/30/2020 4:06:19 PM
Completed	Security Checked	11/30/2020 4:06:19 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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Certificate Of Completion

Envelope Id: 66BF4FB78309447C80A0A26F7F46FF23	Status: Completed
Subject: Please DocuSign: Doucousign Routing.pdf, Bus_Shelter_MUA.PDF	
Source Envelope:	
Document Pages: 29	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Harsh Doshi
Time Zone: (UTC-06:00) Central Time (US & Canada)	125 E. 11th Street
	Austin, TX 78701
	Harsh.Doshi@txdot.gov
	IP Address: 204.64.21.251


Record Tracking

Status: Original	Holder: Harsh Doshi	Location: DocuSign
11/30/2020 4:29:19 PM	Harsh.Doshi@txdot.gov	

Signer Events

Mark Johnson
 Mark.J.Johnson@txdot.gov
 Transportation Engineering Supervisor
 Texas Department of Transportation
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 204.64.21.250

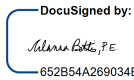
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 Signed: 12/1/2020 7:28:59 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Alanna Bettis, P.E.
 Alanna.Bettis@txdot.gov
 Section Director
 Texas Department of Transportation
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 Alanna Bettis, P.E.
 652B54A269034EB...

Signature Adoption: Uploaded Signature Image
 Using IP Address: 136.49.116.237
 Signed using mobile

Sent: 12/1/2020 7:29:01 AM
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 Signed: 12/1/2020 7:38:53 AM

Electronic Record and Signature Disclosure:

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Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	12/1/2020 7:38:39 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	12/1/2020 7:38:53 AM
Completed	Security Checked	12/1/2020 7:38:53 AM

Payment Events	Status	Timestamps
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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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