



AMENDED
EDINBURG CITY COUNCIL
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

LOCATION: City of Edinburg
City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541

SEPTEMBER 06, 2016

REGULAR MEETING AGENDA
6:00 PM

I. CALL TO ORDER, ESTABLISH QUORUM

- A. Prayer.
- B. Pledge of Allegiance.

II. CERTIFICATION OF PUBLIC NOTICE

III. PUBLIC COMMENTS

The Mayor and City Council allow for a specific portion of the City Council Meeting to be dedicated to public comments. Public Comments are limited to three (3) minutes. If a resident desires to make a public comment, please complete the Public Comments Form which will be located outside of the City Council Chambers and submit the completed form to the City Secretary prior to the commencement of the City Council Meeting. We ask for everyone's cooperation in following this procedure.

IV. PROCLAMATIONS

- A. Presentation of Proclamations Recognizing:
 - 1. September 2016 as Childhood Cancer Awareness Month.
 - 2. Retiree David Valdez, Edinburg Police Department.

V. PUBLIC HEARINGS

- A. Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from Industrial Uses to General Commercial Uses and the

Rezoning Request from Industrial (I) District to Commercial General (CG) District, Being a 3.34 Acre Tract of Land Out of Lot 4, Section 243, Texas-Mexican Railway Company Survey, Located at The Southwest Corner of Monte Cristo Rd. and Interstate 69C, as Requested by Arguindegui Investments Ltd. **(Requires a 4/5 vote by City Council to overturn Planning & Zoning Commission Action)** [Jesus Saenz, Director of Planning & Zoning]

- B. Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from Industrial Uses to General Commercial Uses and the Rezoning Request from Agricultural (AG) District to Commercial General (CG) District, Being a 0.56 Acre Tract of Land Out of Lot B, Barrera Subdivision, Located at 5212 S. Interstate 69C, as Requested by Perfecta De La Rosa. **(Requires a 4/5 vote by City Council to overturn Planning & Zoning Commission Action)** [Jesus Saenz, Director of Planning & Zoning]
- C. Hold Second Public Hearing on Proposed Tax Revenue Increase for the City of Edinburg for Fiscal Year Beginning October 1, 2016 through September 30, 2017 and Schedule a Meeting to Adopt the 2016-2017 Tax Rate. [Ascencion Alonzo, Director of Finance]
- D. Hold Public Hearing on the Proposed Budget for the City of Edinburg for Fiscal Year Beginning October 1, 2016 and Ending September 30, 2017. Consider Ordinance Adopting the Budget for the City of Edinburg for Fiscal Year Beginning October 1, 2016 and Ending September 30, 2017. [Ascencion Alonzo, Director of Finance]

VI. ORDINANCES

- A. Consider Reviewing and Approving Ordinance Amending the Budget for the 2015-2016 Fiscal Year by Providing Additional Appropriations to the General Fund, Utility Fund, T.C.S.A. Fund, and the Boys & Girls Club Fund. [Ascencion Alonzo, Director of Finance]
- B. Discuss and Consider Amending the Bylaws of the Edinburg Economic Development Corporation, Article II Board of Directors, Section I Powers, Number and Term of Office; and Appointments to the Edinburg Economic Development Corporation Board of Directors. [Richard M. Hinojosa, City Manager]

VII. VARIANCES

- A. Consider Variance Request to the City's Unified Development Code as Follows: Article 7 – Plat and Site Plan Design, Division 7.400 Subdivision Development and Design, for Abe Solis Subdivision, Being a 0.43 Acre Tract of Land out of Lot 8, Section 238, Texas-Mexican Railway Company Survey, Located on the west side of Mon Mack Road, 660-feet north of Chapin Road, as Requested by B.I.G. Engineering. [Jesus R. Saenz, Director of Planning & Zoning]
- B. Consider Variance Request to the City's Unified Development Code as follows: Article 7 – Plat and Site Plan Design, Division 7.400 Subdivision

Development, for Pueblo De Palmas 19 Subdivision, Being a 19.75 Acre Tract of Land out of Lots 10, 11, & 12, Block 40, Amended Santa Cruz Gardens Unit #2, Located on the North side of Davis Road and the West side of Kenyon Road, as Requested by Melden and Hunt, Inc. [Jesus R. Saenz, Director of Planning & Zoning]

- C. Consider Variance Request to the City's Unified Development Code as follows: Article 3, Districts and Bulk Standards, Section 3.303 Multi-Family, for Russell Village Subdivision, 15.00 Acre Tract of Land out of Lot 16, Section 239, Texas-Mexican Railway Company Survey, Located on the North Side of Russell Road and East of Sugar Road, as Requested by J & R Engineering, LLC. [Jesus R. Saenz, Director of Planning & Zoning]
- D. Consider Variance Request to the City's Unified Development Code as follows: Article 3, Districts and Bulk Standards, Section 3.303 Single-Family, for Canton Heights Subdivision, 15.00 Acre Tract of Land out of Lot 11, Kelly-Pharr Subdivision, Located on the South Side of Canton Road and East of Sugar Road, as Requested by SAMEs Engineering. [Jesus R. Saenz, Director of Planning & Zoning]
- E. Consider Variance Request to the City's Unified Development Code as follows: Article 7 - Plat and Site Plan Design, for The Reserves at Canton Subdivision, Being a 46.70-Acre Tract of Land out of Lot 3, Block 1, John Closner Subdivision, Located on the Southeast Corner of Raul Longoria Road (FM 1426) and Canton Road Intersection, as Requested by Quintanilla, Headley and Associates, Inc. (*Motion Required to Remove from Table. This Item was Tabled at the August 23, 2016 City Council Meeting*) [Jesus R. Saenz, Director of Planning & Zoning]

VIII. AWARDING OF BIDS

- A. Consider Awarding Bid No. 2016-92, Purchase of Twenty-Five Handheld Ticket Writers, to Tyler Technologies, in the Amount of \$32,100. [Maribel Velasquez, Court Administrator]
- B. Consider Awarding Bid No. 2016-94, Purchase of Two (2) Trench Boxes, to HD Supply Waterworks, LTD., in the Amount of \$23,307.43. [Arturo Martinez, Director of Utilities]
- C. Consider Awarding RFQ 2016-003, Professional Engineering Services & Project Management Services to the Qualified Firm(s) and Authorize the City Manager to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise Pursuant to the City's Ordinances and Procurement Policies. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]
- D. Consider Awarding RFQ 2016-004, Professional Architectural Services to Qualified Firm(s) and Authorize the City Manager to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise Pursuant to the City's Ordinances and Procurement Policies. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

- E.** Consider Awarding RFQ 2016-005, Land Surveying Services to Qualified Firm(s) and Authorize the City Manager to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise Pursuant to the City's Ordinances and Procurement Policies. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]
- F.** Consider Awarding RFQ 2016-006, Geo-Technical Engineering to Qualified Firm(s) and Authorize the City Manager to Enter Into a Professional Services Contract with Such Firm(s) as Project Arise Pursuant to the City's Ordinances and Procurement Policies. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]
- G.** Consider Awarding RFQ 2016-007, Real Estate Appraisal Services to Qualified Firm(s) and Authorize the City Manager to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise Pursuant to the City's Ordinances and Procurement Policies [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]
- H.** Consider Awarding RFQ 2016-008, Right-of-Way Acquisition Services to Qualified Firm(s) and Authorize the City Manager to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise Pursuant to the City's Ordinances and Procurement Policies. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]
- I.** Consider Authorizing the Purchase of One (1) 2016 Ford F-150 Truck from Silsbee Ford, through the Houston Galveston Area Council (HGAC), in the Amount of \$21,684.30. [David White, Chief of Police]
- J.** Consider Authorizing the Purchase of Five (5) 2017 Ford Interceptor SUV's from Silsbee Ford, through the Local Government Purchasing Cooperative (BuyBoard), in the Amount of \$153,935. [David White, Chief of Police]
- K.** Consider Authorizing the Expenditure for the Repair of Unit 485, 725 Articulated Truck, to Holt Caterpillar of Edinburg, Texas, in the Amount of \$28,074.43. [Ramiro L. Gomez, Director Solid Waste Management]
- L.** Consider Approval of Change Order #2 to Agreement with Candela Organization, LLC for Award of Bid No. 2016-64, Construction of the Edinburg Police Department Training Facility, Increasing the Contract Amount by \$16,750 and Authorize the City Manager to Execute Change Order Relating Thereto. [David E. White, Chief of Police]
- M.** Consider Rescinding Awarding of Bid No. 2016-19, Item No. 1 - 36,000 Rounds of Federal Premium LE, Gold Dot Duty Rifle Ammunition 223 Rem. (5.56 X 45mm) to GT Distributors, Inc.; and Award Bid No. 2016-19, Item No. 1 - 36,000 Rounds of Federal Premium LE, Gold Dot Duty Rifle Ammunition 223 Rem. (5.56 X 45mm) to Kiesler Police Supply Inc., in the Amount of \$22,387.68. [David White, Chief of Police]
- N.** Consider Authorizing the City Manager to Negotiate and Enter into Lease Agreements with Ricoh USA, Inc. and Total Imaging Solutions, Inc. for Installation

of Multifunctional Copier Equipment Utilizing the State of Texas Department of Information Resources (DIR) Contract. [Ascencion Alonzo, Director of Finance]

IX. CONTRACTUALS

- A.** Consider Authorizing the Mayor to Renew and Execute an Interlocal Agreement Between the City of Edinburg, Texas; City of Brownsville, Texas; the Cameron County District Attorney's Office; the City of McAllen, Texas, and the City of Pharr, Texas, Regarding a Mutual Aid (Burglary and Theft of Motor Vehicle) Law Enforcement Task Force to Cooperate in Certain Criminal Investigations. [David White, Chief of Police]
- B.** Consider Authorizing the City Manager or his Designee to Enter Into and Execute a Memorandum of Understanding (MOU) Between the Rio Grande Valley ("RGV") Texas Anti-Gang ("TAG") Center and the City of Edinburg Police Department. [David White, Chief of Police]
- C.** Consider Authorizing the City Manager to Enter Into a Memorandum of Understanding Between the City of Edinburg and AVANCE for the Purpose of a Fathers in Action/Padres Activos Program Beginning September 2016 and Ending July 2017. [Leticia S. Leija, Director of Library & Cultural Arts]
- D.** Consider Authorizing the City Manager to Execute Agreement Between the Rio Grande Valley Prospects (Organization) and City of Edinburg for the Use of the Baseball/Softball Fields Located at Memorial, Bicentennial, Jaycee and Municipal Parks. [Joe Filoteo, Director of Parks and Recreation]
- E.** Consider Authorizing the City Manager to Execute an Inter-local Agreement Between the City of Edinburg and Hidalgo County Concerning Certain Improvements to State Highway 107 (University Dr.) and US Business 281 (Closner Blvd.) Intersection. [Ponciano N. Longoria. P.E., C.F.M., Director of Public Works]
- F.** Consider a Lease Agreement Between the City of Edinburg and Educate South Texas of McAllen, LTD D/B/A Sylvan Learning Center for Lease of Building Space in the Sports & Wellness Center and Authorize the City Manager to Execute Same. [Sonia Marroquin, Assistant City Manager]

X. WAIVER

- A.** Consider Authorizing the City Manager to Waive Fees for the Use of the Edinburg Activity Center for the County of Hidalgo 2016 Employee Health Fair on Wednesday, October 26, 2016. [Sonia Marroquin, Assistant City Manager]

XI. BUDGET

- A.** Consider Transfers of Funds in the Fiscal Year 2015-2016 Budget Within the Following Accounts:

1. General Fund: FROM Travel, Trainings, Meetings TO Office Supplies; and Office Equipment, in the Amount of \$1,700. [Richard M. Hinojosa, City Manager]
2. General Fund: FROM Wearing Apparel; and Office Supplies TO Communications; and Motor Vehicles, in the Amount of \$1,150. [Shawn M. Snider, Fire Chief]
3. General Fund: FROM Salaries TO Special Projects, in the Amount of \$22,815. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]
4. General Fund: FROM Professional Services TO Office Equipment & Furniture; and Motor Vehicles, in the Amount of \$1,200. [Joe Filoteo, Director of Parks & Recreation]
5. General Fund: FROM Promotional Supplies TO Overtime; Group Insurance; and Taxes, in the Amount of \$54,500. [Joe Filoteo, Director of Parks & Recreation]
6. General Fund: FROM Office Equipment; Communications; and Travel, Training, Meetings TO Motor Vehicles, in the Amount of \$4,500. [Joe Filoteo, Director of Parks & Recreation]
7. General Fund: FROM Salaries TO Salaries; Group Insurance; Disability Insurance; Taxes; and Retirement, in the Amount of \$17,700. [Ascencion Alonzo, Director of Finance]
8. Utility Fund: FROM Salaries; Longevity; Group Insurance; Disability Insurance; Taxes; Retirement; and Worker's Compensation TO Salaries; Longevity; Group Insurance; Disability Insurance; Taxes; Retirement; and Worker's Compensation, in the Amount of \$42,229. [Arturo Martinez, Director of Utilities]

- B.** Consider Approval of the Edinburg Economic Development Corporation Fiscal Year 2016-2017 Budget. [Agustin Garcia, Jr., Executive Director, Edinburg Economic Development]

XII. APPOINTMENTS

- A.** Discuss and Consider Appointments to the City Advisory Boards and Committees for the Following:
1. Amigos Del Valle Board of Directors-One Member, One Alternate
 2. Edinburg Economic Development Corporation Board of Directors-One Member (Councilmember David Torres)
 3. Mayor Pro Tem-One Councilmember
 4. Lower Rio Grande Valley Development Council-One Member
 5. Planning and Zoning Commission-One Member
 6. Hidalgo County Metropolitan Planning Organization-One Member, One Alternate

XIII. EXECUTIVE SESSION

The City Council will convene in Executive Session, in accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code, Chapter 551, Subchapter D, Exceptions to Requirement that Meetings be Open. The City Council

May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

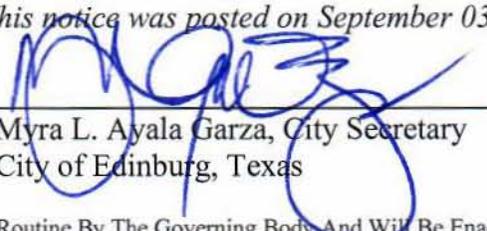
- A. Discussion and Possible Action Regarding Economic Incentives Concerning Project Spread (551.071. Consultation with Attorney; Closed Meeting; 551.072. Deliberation Regarding Real Property; Closed Meeting; and 551.087 Deliberations Regarding Economic Development Negotiations; Closed Meeting)
- B. Discussion and Possible Action Regarding Economic Incentives Concerning Project Forum (551.071. Consultation with Attorney; Closed Meeting; and 551.087 Deliberations Regarding Economic Development Negotiations; Closed Meeting)

OPEN SESSION

The City Council will convene in Open Session to take necessary action, if any, in accordance with Chapter 551, Open meetings, Subchapter E, Procedures Relating to Closed Meeting, §551.102, Requirement to Vote or Take Final Action in Open Meeting.

XIV. ADJOURNMENT

I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on September 03, 2016 at 5:00 p.m.

By: 

Myra L. Ayala Garza, City Secretary
City of Edinburg, Texas

All Matters Listed Under Consent Agenda Are Considered To Be Routine By The Governing Body And Will Be Enacted By One Motion. There Will Be No Separate Discussion Of These Items. If Discussion Is Desired, That Item Will Be Removed From The Consent Agenda And Will Be Considered Separately. With Regard To Any Item, The City Council May Take Various Actions; Including But Not Limited To Rescheduling An Item In Its Entirety For A Future Date Or Time. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

Disability Access Statement

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact the City Secretary Department at (956) 388-8204 at least two business days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at Edinburg City Hall, 415 West University.

PROCLAMATIONS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Presentation of Proclamations Recognizing:

1. September 2016 as Childhood Cancer Awareness Month.
2. Retiree David Valdez, Edinburg Police Department.

STAFF COMMENTS AND RECOMMENDATION:

1. Navaeh's Kids Conquering Cancer founded in 2014, are dedicated to helping children and families. Diligently, they strive to ensure the needs of families through resources, emphasizing information, advocacy and promoting public awareness of childhood cancer.
2. The City of Edinburg would like to recognize retiree David Valdez, Police Officer II, Edinburg Police Department for twenty-six (26) years of service.

RECOMMENDATION:

There will be no action taken.

REVIEWED BY:

PREPARED BY:

Â /s/Richard M.
Hinojosa
Richard M. Hinojosa
City Manager

/s/Myra L. Ayala Garza
Myra L. Ayala Garza
City Secretary

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

**CHILDHOOD CANCER AWARENESS MONTH
SEPTEMBER 2016**

WHEREAS, In 2015, there were an estimated 560 children diagnosed with cancer in the Rio Grande Valley and 161 children in Edinburg, Texas; and,

WHEREAS, Childhood Cancer is the No. 1 disease related killer past infancy among U.S. children. Each year in the U.S. there are an estimated 15,780 children between the ages of birth and 19 years of age who are diagnosed. Approximately 1 in 285 children in the U.S. will be diagnosed before their 20th birthday; and,

WHEREAS, Childhood cancer is not one disease-there are more than 12 major types of pediatric cancers and over 100 subtypes. There is no known cause of childhood cancer, and it occurs regularly and randomly across all ethnic groups. Some children are even born with cancer; and,

WHEREAS, Today's pediatric cancer patients are still being treated with drugs that were developed in the 1950's, 1960's and 1970's. In the past 20 years, the FDA has only approved ONE new drug exclusively for pediatric patients. In the past 20 years, the prevalence of pediatric cancer has risen by 29%. For 2015 the National Cancer Institute budget was 4.93 billion. It is anticipated that childhood cancer received 4% that sum or \$198 million; and,

WHEREAS, Childhood cancers tend to be more aggressive than adult cancers, late diagnosis can significantly affect the 5-year survival probability of the child; and,

WHEREAS, Out of every 4 children diagnosed, one will not survive past 5 years and three will have life-long complications due to aggressive treatments for their cancer. When treatment stops, an entirely different battle begins; and,

WHEREAS, Childhood cancer survivors reported higher rates of pain, fatigue and sleep difficulties compared with siblings and peers, all of which are associated with poorer quality of life; and,

WHEREAS, Because children's bodies are still developing, toxic therapies damage more than just cancer cells. Young cancer survivors live the remainder of their lives with the side-effects of their initial treatments. A few of these side effects are damaged speech and/or hearing, learning disabilities, delayed/disrupted cognitive development, stunted growth, infertility and endocrine dysfunction, physical handicaps due to nerve damage or amputation. It is becoming apparent that childhood cancer is for life; and,

WHEREAS, Approximately 20 years ago the ACCO formerly known as Candlelighters Childhood Cancer Foundation, chose the gold ribbon to serve as the universal symbol for childhood cancer awareness. Gold was agreed upon as the ideal choice for childhood cancer awareness because gold is a precious metal, and is therefore the perfect color to reflect the most precious thing in our lives, our children. The gold ribbon has now become the internationally recognized symbol for childhood cancer awareness; and,

WHEREAS, Breast cancer is the 6th most common cause of death by disease in women (behind heart disease, stroke, lung cancer, respiratory disease and Alzheimer's). In comparison, cancer is the No. 1 cause of death and disease of America's children and receives less funding. Breast cancer organizations has raised awareness through their pink ribbon campaign resulting in greater funding for research and an increase in the five year survival rate for the patient population; and,

WHEREAS, With the support of our leaders and the general public we can take a strong stance for Childhood Cancer and color our city gold in September. As a community coming together to increase awareness of the incidence and devastation of this disease killer on America's children. The urgent need to raise awareness would impact greater research funding. It does work! Look what the pink ribbon has done for breast cancer. The color doesn't cure it helps raise awareness. AWARENESS brings FUNDING creates RESEARCH brings CURE. It all begins with awareness. Let's stand together and be one voice against childhood cancer; and,

WHEREAS, Navaeh's Kids Conquering Cancer founded in 2014, are dedicated to helping these children and families. Diligently, they strive to ensure the needs of families through resources, emphasizing information, advocacy and promoting public awareness; and,

NOW, THEREFORE, I, RICHARD H. GARCIA, MAYOR OF THE CITY OF EDINBURG, TEXAS: By the power vested in me by law, do hereby recognize September 2016 as:

CHILDHOOD CANCER AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas a Municipal Corporation, to be affixed on this the 6th day of September, 2016.

CITY OF EDINBURG, TEXAS

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

**DAVID VALDEZ
POLICE DEPARTMENT
POLICE OFFICER 2**

WHEREAS, Mr. David Valdez, was employed by the City of Edinburg Public Safety Department/Police Division on April 23, 1990 as Patrol Person; and,

WHEREAS, On October 30, 1990, Mr. Valdez was reclassified under Civil Service as Patrol Officer I; and,

WHEREAS, On October 01, 1994 Mr. Valdez was reclassified to Patrol Officer II; and,

WHEREAS, Mr. Valdez attended numerous trainings by the: Institute of Criminal Justice Studies; The National Criminal Justice Training & Assessment Institute; The Palm Print Symposium; Forensic Identification Training Seminars; International Association for Property & Evidence, Inc.; Critical Interaction Associates; Child Abuse Investigations; Edinburg C.I.S.D. Police Training; Pharr Police Training Center; Crimes Against Children Conferences; Texas Association of Property & evident Inventory Technicians; Homicide & Crime Scene Management Training; South Texas College Trainings; Texas Engineering Extension Service; Public Agency Training Council; Texas Municipal League IRP; Lower Rio Grande Valley Development Council Regional Training Center; Regional Police Training Center and Academy; Hidalgo County Sheriff's Academy; Texas Commission on Law Enforcement Officer Standards & Education; Hidalgo County Ball Association's Pro Bono Project & the Advocacy Resource Center for Housing; Texas Department of Public Safety Law Enforcement Academy; Texas Department of Health; Customer Service Training; NTC Supervisor Training; National Incident Management Systems ICS100; and,

WHEREAS, Mr. Valdez's licenses include: Basic Peace Officer License, Peace Officer License; Intermediate Peace Officer License, Advance Peace Officer License, Master Peace Officer License, and Crime Prevention Inspector License; and,

WHEREAS, During his service with the city Mr. Valdez received numerous certificates and letters of Commendation including a Certificate of Appreciation from the Fire Department; and a Certificate of Appreciation from Edcouch Elsa High School; and,

WHEREAS, On June 30, 2016, after twenty-six (26) years of dedicated service Mr. David Valdez, retired from the City of Edinburg.

NOW, THEREFORE, I, RICHARD H. GARCIA, MAYOR OF THE CITY OF EDINBURG, TEXAS: By the power vested in me by law, do hereby issue this Proclamation to:

**DAVID VALDEZ
POLICE DEPARTMENT
POLICE OFFICER 2**

for his years of loyalty and dedicated service to the City of Edinburg. The Edinburg City Council would like to express their gratitude and wish Mr. Valdez, a happy retirement.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas a Municipal Corporation, to be affixed on this 6th day of September, 2016.

CITY OF EDINBURG, TEXAS

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

PUBLIC HEARINGS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from Industrial Uses to General Commercial Uses and the Rezoning Request from Industrial (I) District to Commercial General (CG) District, Being a 3.34 Acre Tract of Land Out of Lot 4, Section 243, Texas-Mexican Railway Company Survey, Located at The Southwest Corner of Monte Cristo Rd. and Interstate 69C, as Requested by Arguindegui Investments Ltd. **(Requires a 4/5 vote by City Council to overturn Planning & Zoning Commission Action)** [Jesus Saenz, Director of Planning & Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The developer is proposing to develop Commercial use on the property located at the Southwest corner of Monte Cristo Rd. and Interstate 69C, Being a 3.34 acre tract of land out of Lot 4, Section 243, Texas-Mexican Railway Company Survey. The City's Comprehensive Plan designation for this property is Industrial use and the approval of the rezoning request will allow Commercial uses on the subject property.

The property is currently zoned Industrial (I) District and is currently vacant. The applicant is planning to convert the property into a Commercial development. The surrounding zoning in the area is Commercial, General (CG) District to the North, and Industrial District (I) to the South, East and West.

The request does not comply with the Comprehensive Plan designation for the area. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to five (5) neighboring property owners and received no comments in favor of or against this request at the time of this report.

The Planning & Zoning Commission recommended with a vote of 5-0 to approve the Comprehensive Plan Amendment and the Rezoning Request . A 4/5 vote is required by the City Council to overturn a unanimous vote by the Planning and Zoning Commission.

RECOMMENDATION:

Staff recommends approval of the Ordinances Providing for the Comprehensive Plan Amendment from Industrial Uses to General Commercial Uses and the Rezoning Request from Industrial (I) District to Commercial General (CG) District, Being a 3.34 Acre Tract of Land Out of Lot 4, Section 243, Texas-Mexican Railway Company Survey, located at the Southwest Corner of Monte Cristo Rd. and Interstate 69C. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

REVIEWED BY:

PREPARED BY:

Â /s/Richard M.
Hinojosa

Richard M. Hinojosa
City Manager

Â /s/ Ricardo Palacios by CP

Ricardo Palacios
City Attorney

/s/ Jesus R. Saenz

Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
PLANNING & ZONING COMMISSION – 08/09/16
CITY COUNCIL – 09/06/16
DATE PREPARED – 07/28/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Comprehensive Plan Amendment from Industrial Uses to General Commercial Uses and The Rezoning Request from Industrial (I) District to Commercial General (CG) District.

APPLICANT: Arguindegui Investments Ltd.

AGENT: N/A

LEGAL: Being a 3.34 Acre Tract of Land Out of Lot 4, Section 243, Texas-Mexican Railway Company's Survey,

LOCATION: Located at the Southwest Corner of Monte Cristo Rd. and Interstate 69C.

LOT/TRACT SIZE: 3.34 acres

CURRENT USE OF PROPERTY: Vacant

PROPOSED USE OF PROPERTY: Commercial, General (CG) District

EXISTING LAND USE/ North – Commercial, General (CG) District
ADJACENT ZONING: South – Industrial (I) District
East – Industrial (I) District
West – Industrial (I) District

LAND USE PLAN DESIGNATION: Industrial (I) District

ACCESS AND CIRCULATION: This property has access onto Interstate 69C.

PUBLIC SERVICES: Public utilities are not available for the site.

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment and Rezoning Request. a comprehensive evaluation is on the following page(s).

**REZONING REQUEST
ARGUINDEGUI INVESTMENTS LTD**

EVALUATION

The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is Industrial (I) District.
2. The land use pattern for this area of the community consists of Industrial uses.
3. The applicant is proposing Commercial Uses at this location.

Staff recommends approval of Comprehensive Plan Amendment from Industrial Uses to General Commercial Uses and The Rezoning Request from Industrial (I) District to Commercial General (CG) District. If approved, the proposed Commercial development would need to comply with the City's architectural standards, building, fire, parking, landscape buffer requirements, and all other City requirements, as applicable.

Staff mailed a notice of the public hearing before the Planning & Zoning Commission to five (5) neighboring property owners and received no comments in favor or against this request at the time of the report.

ATTACHMENTS: Aerial Photo
Zoning Map
Future Land Use Map
Photo of site
Subdivision plat
Site Map
List of neighboring property owners receiving notice



Monte Cristo Road

SITE

4

N Interstate 69

Roegiers Road

T2100-00-243-0004-

-01

-04

-09

-15

-04

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

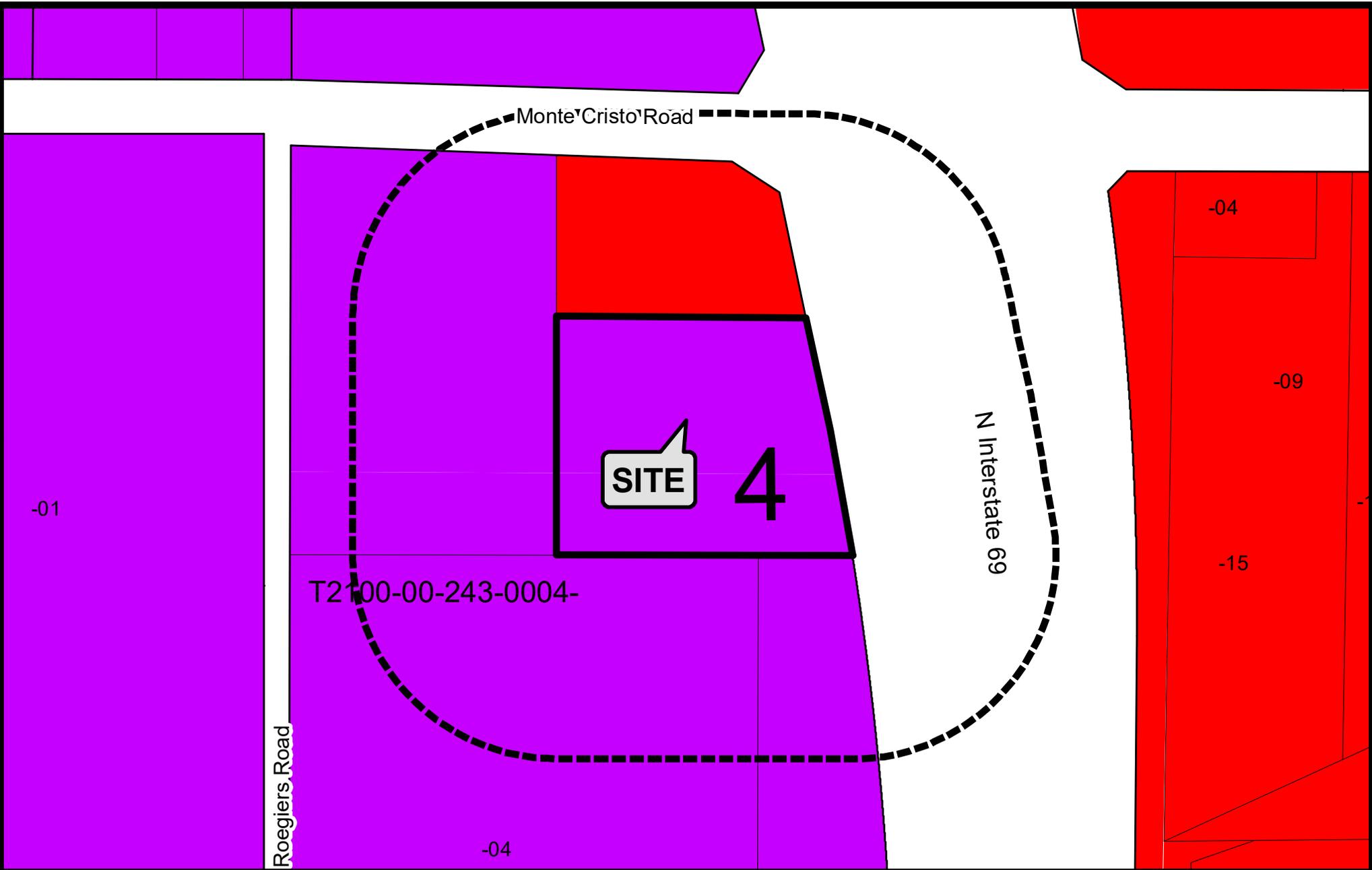
Legend

 Arguindegui Investments LTD

Arguindegui Investments LTD

AERIAL PHOTO





Legend		FUTURE LAND USE	
	Arguindegui Inv. LTD		General Commercial
	300' Notification		Industrial
	Auto-Urban		Suburban
	Downtown District		Urban
			Urban University
			Neighborhood Commercial
			Office Business Park

Arguindegui Investments LTD





Legend

	Arguindegui Inv. LTD		Commercial, General		Neighborhood Conservation 7.1
	300' Notification		Commercial, Neighborhood		Neighborhood Conservation MH
	Agriculture		Downtown District		Suburban Residential
	Auto-Urban Residential		Industrial		Urban Center
	Business Park		Neighborhood Conservation 5		Urban Residential
					Urban University

COMPREHENSIVE PLAN AMENDMENT FROM INDUSTRIAL USES TO GENERAL COMMERCIAL USES AND THE REZONING REQUEST FROM INDUSTRIAL (I) DISTRICT TO COMMERCIAL GENERAL (CG) DISTRICT, BEING A 3.34 ACRE TRACTO OF LAND OUT OF LOT 4, SECTION 243, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, LOCATED AT THE SOUTHWEST CORNER OF MONTE CRISTO RD. AND INTERSTATE 69C , REQUESTED BY ARGUINDEGUI INVESTMENTS LTD.





CERTIFICATE OF OWNER

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE) THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS TO THE CITY OF EDINBURG, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I (WE) WILL CAUSE TO BE INSTALLED THEREON, SOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF EDINBURG, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL INSTRUMENTS OF THE APPLICABLE AUTHORITIES OF THE CITY OF EDINBURG.

OWNER _____

LIEN HOLDER CERTIFICATE

THIS SUBDIVISION MAP IS HEREBY APPROVED AND ADOPTED BY THE UNDERSIGNED LIEN HOLDER THIS _____ DAY OF _____, 2016.

BY: _____
TITLE: _____, AS AN ACT AND DEED OF _____

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED:

(NAME) _____

(TITLE) _____

(FINANCIAL INSTITUTION) _____

KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (SHE) SIGNED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2016.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

ATTESTMENT OF PLANNING COMMISSION APPROVAL

STATE OF TEXAS
CITY OF EDINBURG

I, THE UNDERSIGNED CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING AND ZONING COMMISSION _____

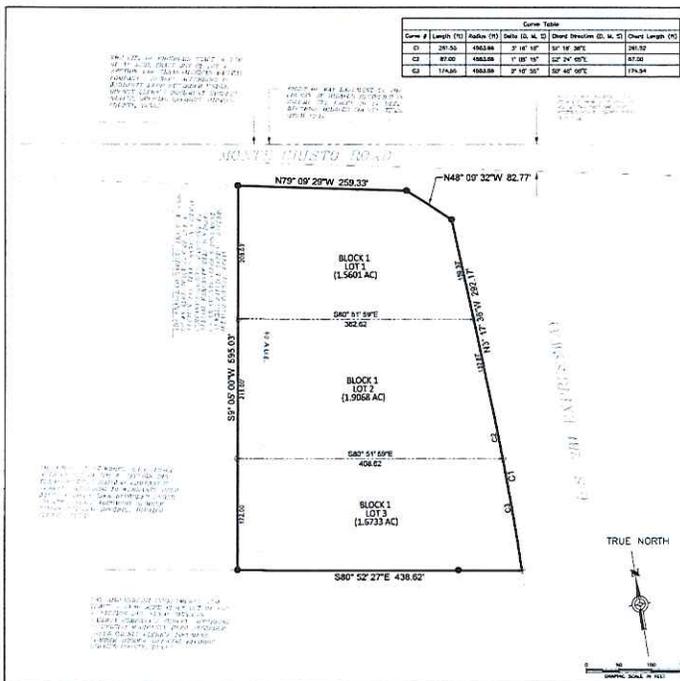
DATE _____

CERTIFICATE OF ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, OSCAR CASTILLO, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TX-9520, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

OSCAR CASTILLO, P.E. _____ DATE _____
REG. PROFESSIONAL ENGINEER #95620



1 PLAT
SCALE: 1" = 100'

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

I, _____, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

NAME _____ DATE _____

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THE SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

NAME _____ DATE _____

LEGAL DESCRIPTION ARGUNDEGUI COMMERCIAL SUBDIVISION
A 5.14 ACRE TRACT OF LAND OUT OF LOT 4, SECTION 243, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2507526 AND 2687804, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND ON THE NORTH LINE OF THE ARGUNDEGUI INVESTMENTS, LTD. TRACT (A 10.86 ACRE TRACT OUT OF LOT 4, SECTION 243, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2179064, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE SOUTHEAST CORNER OF THE CACTUS IRON WORKS, LLP TRACT (A TRACT OUT OF LOT 4, SECTION 243, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 751050, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT, SAID ROD BEARS N 09°05' E, 685.50 FEET AND S 80°53'23" E, 417.72 FEET FROM THE SOUTHWEST CORNER OF LOT 4.

THENCE: N 09°05' E, ALONG THE EAST LINE OF THE CACTUS IRON WORKS, LLP TRACT AND THE EAST LINE OF THE FRANCISCO RAMIREZ TRACT (A 0.896 OF AN ACRE TRACT OUT OF LOT 4, SECTION 243, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2411362, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 594.96 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE SOUTH RIGHT OF WAY LINE OF MONTE CRISTO ROAD (F.M. 1925) FOR THE NORTHEAST CORNER OF THE FRANCISCO TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE: S 79°09'29" E, ALONG THE SOUTH RIGHT OF WAY LINE OF MONTE CRISTO ROAD (F.M. 1925), A DISTANCE OF 259.31 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE: S 48°09'32" E, ALONG THE SOUTH RIGHT OF WAY LINE OF MONTE CRISTO ROAD (F.M. 1925), A DISTANCE OF 82.77 FEET TO A 1/2" IRON ROD WITH STAMPED RPLS 4856 FOUND ON THE WEST RIGHT OF WAY LINE OF U.S. 281 EXPRESSWAY FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE: S 09°17'36" E, ALONG THE WEST RIGHT OF WAY LINE OF U.S. 281 EXPRESSWAY, A DISTANCE OF 292.17 FEET TO A 5/8" IRON ROD FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE: ALONG THE WEST RIGHT OF WAY LINE OF U.S. 281 EXPRESSWAY AND THE ARC OF A CURVE TO THE RIGHT (CURVE DATA: DELTA = 02°16'07", RADIUS = 4,583.66 FEET), A DISTANCE OF 261.48 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE: N 80°52'27" W (DEED RECORD: N 80°55' W), PASSING AT 137.96 FEET THE NORTHEAST CORNER OF THE ARGUNDEGUI INVESTMENTS, LTD. TRACT, AND CONTINUING ALONG THE NORTH LINE OF THE ARGUNDEGUI INVESTMENTS, LTD. TRACT, A TOTAL DISTANCE OF 438.59 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.14 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH HOLLY HEIGHTS SUBDIVISION, RECORDED IN VOLUME 28, PAGE 85A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

CERTIFICATE OF COUNTY CLERK

FILED FOR RECORD IN HIDALGO COUNTY
HIDALGO COUNTY

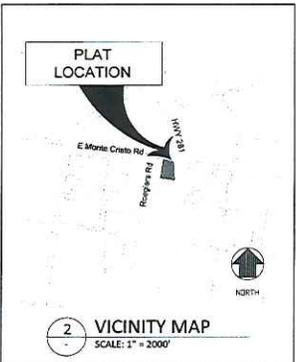
CLERK _____

ON: _____ AT _____ A.M./P.M.
INSTRUMENT NUMBER _____
RECORDED IN VOLUME _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS _____ DAY OF _____ A.D. 2016, HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT OF THIS SUBDIVISION, IF DESIRED THIS WILL NOT BE AT DISTRICT'S EXPENSE.

SECRETARY _____ PRESIDENT _____



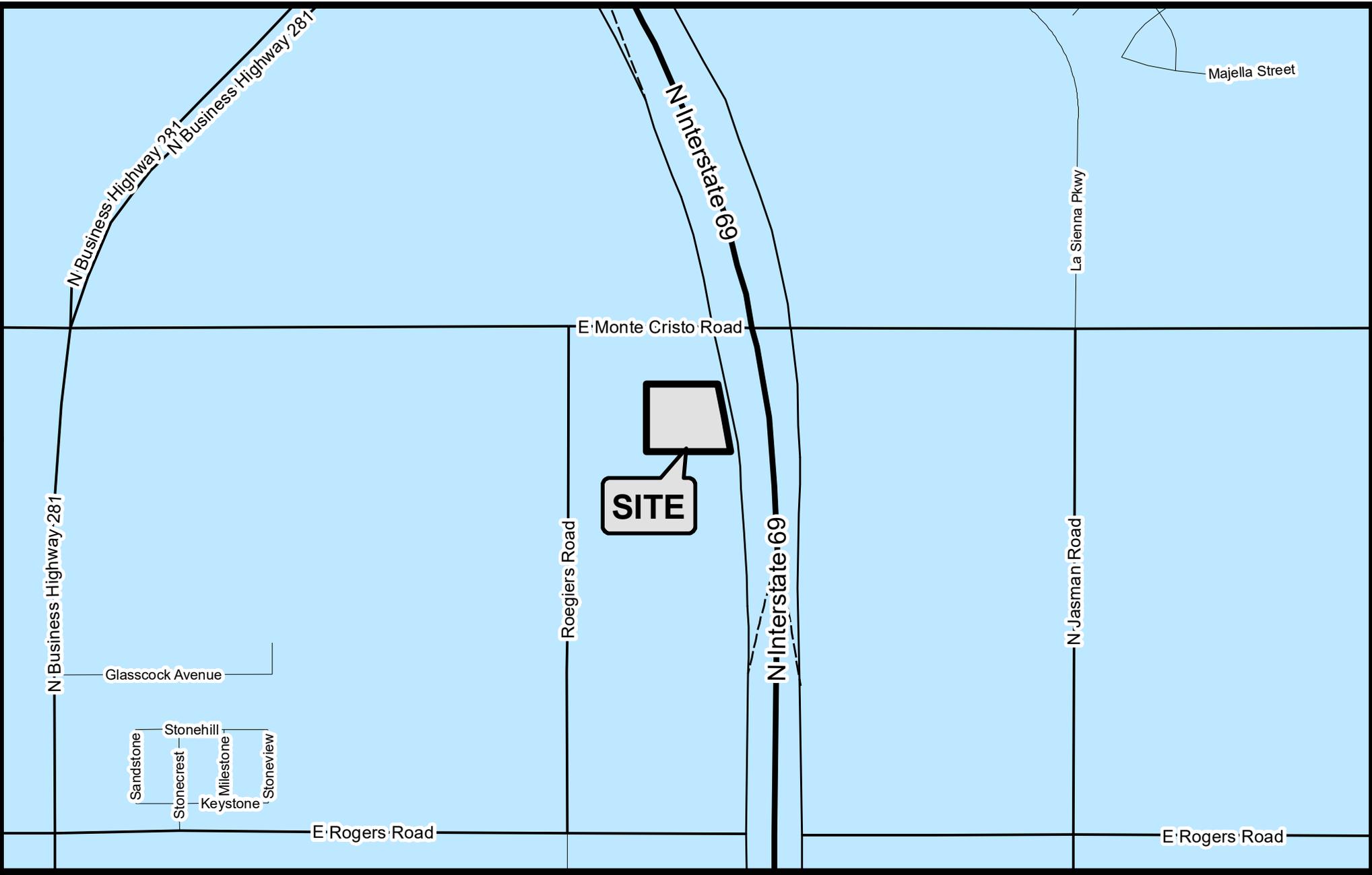
NOTES:

- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD
- EXISTING PROPERTY BOUNDARY
- EXISTING RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY CENTER LINE
- EXISTING PROPERTY LOT LINE
- EXISTING BUILDING SETBACK LINE
- EXISTING UTILITY EASEMENT LINE
- EXISTING DRAINAGE EASEMENT LINE
- PROPOSED PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED RIGHT-OF-WAY CENTERLINE
- PROPOSED PROPERTY LOT LINE
- PROPOSED UTILITY EASEMENT LINE
- PROPOSED DRAINAGE EASEMENT LINE
- PROPOSED BUILDING SETBACK LINE
- DL UTILITY EASEMENT DESIGNATION
- DL UTILITY EASEMENT DESIGNATION
- BL BUILDING SETBACK DESIGNATION

ISSUED: _____
DATE: 07/06/2016
DESCRIPTION: PRELIMINARY PLAT



Arguinde Commercial Subdivision
Plat



Legend

-  Arguindegui Investments LTD
-  City Limits

Arguindegui Investments LTD



COMPREHENSIVE PLAN AMENDMENT FROM INDUSTRIAL USES TO GENERAL COMMERCIAL USES AND THE REZONING REQUEST FROM INDUSTRIAL (I) DISTRICT TO COMMERCIAL GENERAL (CG) DISTRICT, BEING A 3.34 ACRE TRACT OF LAND OUT OF LOT 4, SECTION 243, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT THE SOUTHWEST CORNER OF MONTE CRISTO RD. AND INTERSTATE 69C, REQUESTED BY ARGUINDEGUI INVESTMENTS LTD.

PROP. ID. 295713
ARGUINDEGUI INVESTMENTS LTD
PO BOX 1367
LAREDO, TX. 78042-1367
LEGAL: TEX-MEX SURVEY S658.5-W715.5 LOT 4 & E364.8'-W942.5'-N50' LOT 5 SEC 243 10.86
AC GR 10.83 AC NET

PROP. ID. 295711
CACTUS IRON WORKS L L P
PO BOX 477
EDINBURG, TX. 78540-0477
LEGAL: TEX-MEX SURVEY E310.9'-W417.7'-N658.5' EXC E90'-N498.01 & EXC N54.09' LOT 4
SEC 243 3.40 AC NET

PROP. ID. 295709
ESCOBAR BRUNO & ALEJANDRO
AKA BRUNO JR
PO BOX 1084
EDINBURG, TX. 78540
LEGAL: TEX-MEX SURVEY LOT 4-W3.69AC OF E18.18 AC SEC 243 3.69 AC NET

PROP. ID. 295714
ESCOBAR BRUNO JR
PO BOX 1084
EDINBURG, TX. 78540
LEGAL: TEX-MEX SURVEY E300.98'-W707.78'-N658.49' LOT 4 SEC 243 4.55AC GR 4.05AC NET

PROP. ID. 295715
RAMIREZ FRANCISCO
1300 W GRAN VIA ST
PHARR, TX. 78577-6721
LEGAL: TEX-MEX SURVEY E90'-W417.7'-N497.98' LOT 4 BLK 243 1.03AC GR 0.86AC NET

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE INDUSTRIAL (I) DISTRICT TO COMMERCIAL GENERAL (CG) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING A 3.34 ACRE TRACT OF LAND OUT OF LOT 4, SECTION 243, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED ON THE SOUTHWEST CORNER OF MONTE CRISTO ROAD AND INTERSTATE 69C, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Industrial (I) District and the Commercial General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 7th day of August, 2007. Such proposed amendment is to change the zoning of a 3.34 acre tract of land out of Lot 4, Section 243, Texas-Mexican Railway Company Survey, located on the southwest corner of Monte Cristo Road and Interstate 69C, Edinburg, Hidalgo County, Texas, from Industrial (I) District to Commercial General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on August 9, 2016, at 4:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and,

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property from one district to the other; and,

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on September 6, 2016, at 6:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and,

WHEREAS, having held said public hearing it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Industrial (I) District to Commercial General (CG) District, and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Industrial (I) District to Commercial General (CG) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 6th day of September, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C,

By: _____
City Attorney

JRS/rlg-ordinances/arguindegí investments ltd.-I to cg-9-6-16

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF A 3.34 ACRE TRACT OF LAND OUT OF LOT 4, SECTION 243, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED ON THE SOUTHWEST CORNER OF MONTE CRISTO ROAD AND INTERSTATE 69C, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR GENERAL COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Industrial to General Commercial Uses; and,

WHEREAS, it appears that this development will proceed, if allowed; and,

WHEREAS, such development is not detrimental to the Industrial Uses in the surrounding area; and,

WHEREAS, in order to avoid exceptions to the Comprehensive Plan, it is appropriate that the Plan be changed to reflect conditions as they actually exist in Edinburg.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements to the law have been met in the passing of this Ordinance.

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 3023 on October 4, 2005, is hereby amended to provide that the property in question, would best be used and developed, because of changing conditions for General Commercial Uses. The conditions that exist are:

- (1) Population growth requiring more General Commercial Uses;
- (2) Expansion and development of General Commercial Uses.

This area, because of Edinburg's growth, should be included in those portions of the City providing support to and being compatible with other similar uses, all of which are in close proximity to one another.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 6th day of September, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

JRS/rlg-ordinances/arguindegi investments ltd.-I to cg-9-6-16

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from Industrial Uses to General Commercial Uses and the Rezoning Request from Agricultural (AG) District to Commercial General (CG) District, Being a 0.56 Acre Tract of Land Out of Lot B, Barrera Subdivision, Located at 5212 S. Interstate 69C, as Requested by Perfecta De La Rosa. **(Requires a 4/5 vote by City Council to overturn Planning & Zoning Commission Action)** [Jesus Saenz, Director of Planning & Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The developer is proposing Commercial use on the property located at 5212 S. Interstate 69C, Being a 0.56 acre tract of land out of Lot B, Barrera Subdivision. The City's Comprehensive Plan designation for this property is Industrial use and the approval of the rezoning request will allow Commercial uses on the subject property.

The property is zoned Agriculture and is currently vacant. The applicant is planning to convert the property into a Commercial development. The surrounding zoning in the area is Agriculture (AG) District to the North, South, East and West.

The request does not comply with the Comprehensive Plan designation for the area. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to three (3) neighboring property owners and received no comments in favor of or against this request at the time of this report.

The Planning & Zoning Commission recommended with a vote of 5-0 to approve the Comprehensive Plan Amendment and the Rezoning Request. A 4/5 vote is required by the City Council to overturn a unanimous vote by the Planning & Zoning Commission.

RECOMMENDATION:

Although this request does not comply with the Comprehensive Plan staff recommends approval of the Ordinances Providing for the Comprehensive Plan Amendment from Industrial Uses to General Commercial Uses and the Rezoning Request from Agricultural (AG) District to Commercial General (CG) District, Being a 0.56 Acre Tract of Land Out of Lot B, Barrera Subdivision, Located at 5212 S. Interstate 69C. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

REVIEWED BY:

PREPARED BY:

Â /s/Richard M.
Hinojosa

Richard M. Hinojosa
City Manager

Â /s/ Ricardo Palacios by CP

Ricardo Palacios
City Attorney

/s/ Jesus R. Saenz

Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
PLANNING & ZONING COMMISSION – 08/09/16
CITY COUNCIL – 09/06/16
DATE PREPARED – 07/28/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Comprehensive Plan Amendment from Industrial Uses to General Commercial Uses and the Rezoning Request from Agricultural (AG) District to Commercial General (CG) District

APPLICANT: Perfecta De La Rosa.

AGENT: N/A

LEGAL: Being Lot B of Barrera Subdivision.

LOCATION: Located at 5212 S. Interstate 69C.

LOT/TRACT SIZE: 0.56 acres

CURRENT USE OF PROPERTY: Vacant

PROPOSED USE OF PROPERTY: Commercial, General (CG) District

EXISTING LAND USE/
ADJACENT ZONING: North – Agricultural (AG) District
South – Agricultural (AG) District
East – Agricultural (AG) District
West – Agricultural (AG) District

LAND USE PLAN DESIGNATION: Urban University

ACCESS AND CIRCULATION: This property has access onto Interstate 69C.

PUBLIC SERVICES: Public utilities is North Alamo Waterlines and sewer is not available.

RECOMMENDATION: Although this request does not comply with the Comprehensive Plan staff recommends approval of the Comprehensive Plan Amendment and Rezoning Request. A comprehensive evaluation is on the following page(s).

**REZONING REQUEST
ARGUINDEGUI INVESTMENTS LTD**

EVALUATION

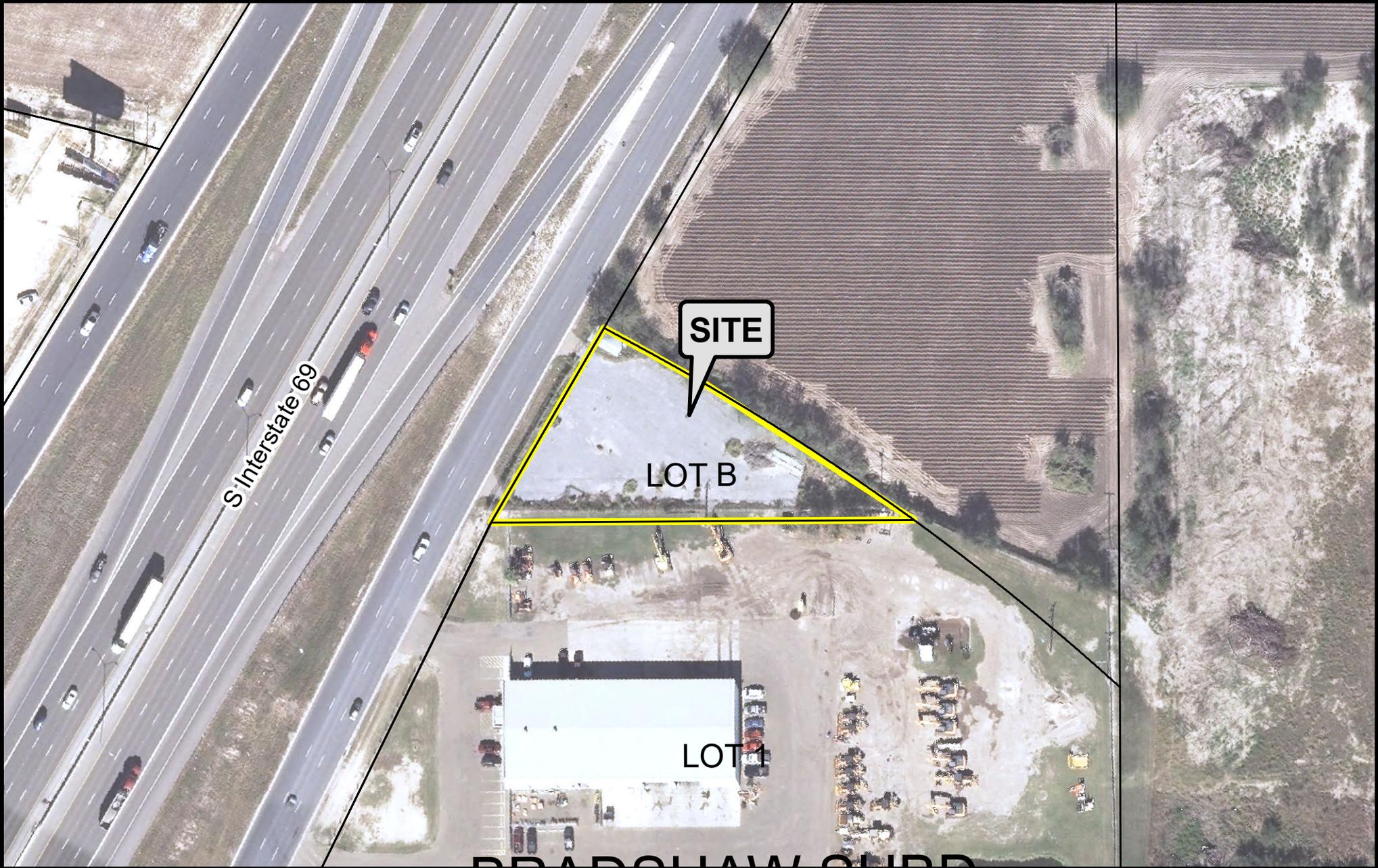
The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is Industrial.
2. The land use pattern for this area of the community consists of Agricultural (AG) District.
3. The applicant is proposing Commercial Uses at this location.

Staff recommends approval of Comprehensive Plan Amendment from Industrial Uses to General Commercial Uses and the Rezoning Request from Agricultural (AG) District to Commercial General (CG) District. If approved, the proposed Commercial development would need to comply with the City's standards, building, fire, parking, landscape buffer requirements, and all other City requirements, as applicable.

Staff mailed a notice of the public hearing before the Planning & Zoning Commission to three (3) neighboring property owners and received no comments in favor or against this request at the time of the report.

ATTACHMENTS: Aerial Photo
Zoning Map
Future Land Use Map
Photo of site
Preliminary Site Plan
Site Map
List of neighboring property owners receiving notice

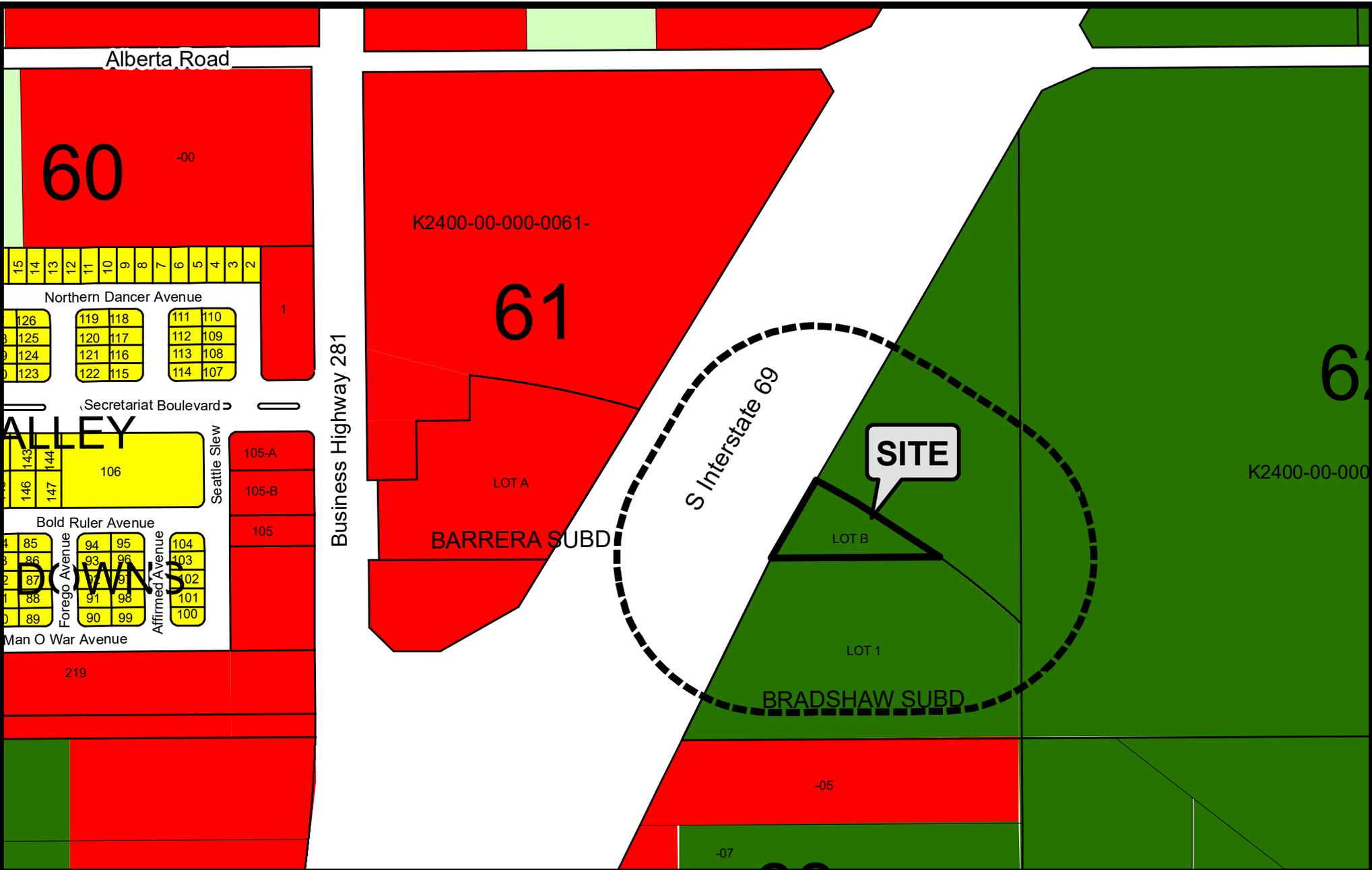


Legend

 Perfecta de la Rosa

**PERFECTA DE LA ROSA
AERIAL PHOTO**



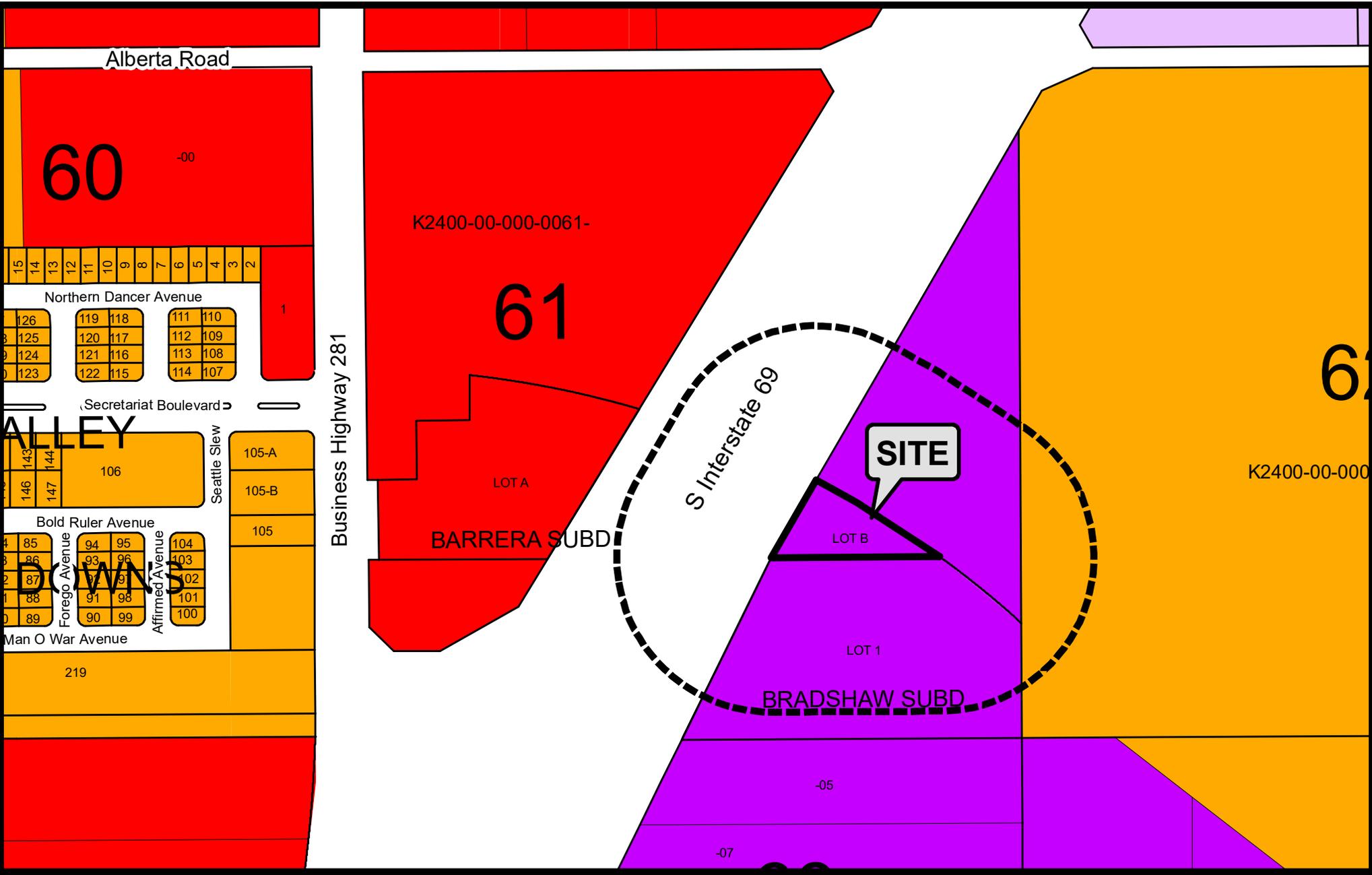


Legend

	Perfecta de la Rosa		Commercial, General		Neighborhood Conservation 7.1
	300' Notification		Commercial, Neighborhood		Neighborhood Conservation MH
	Agriculture		Downtown District		Suburban Residential
	Auto-Urban Residential		Industrial		Urban Center
	Business Park		Neighborhood Conservation 5		Urban Residential
					Urban University

COMPREHENSIVE PLAN AMENDMENT FROM INDUSTRIAL USES TO GENERAL COMMERCIAL USES AND THE REZONING REQUEST FROM AGRICULTURAL (AG) DISTRICT TO COMMERCIAL GENERAL (CG) DISTRICT, BEING LOT B OF BARRERA SUBDIVISION, LOCATED AT 5212 S. INTERSTATE 69C, AS REQUESTED BY PERFECTA DE LA ROSA





Legend

	Perfecta de la Rosa		General Commercial		Office Business Park
	300' Notification		Industrial		Suburban
	Auto-Urban		Mobile Home		Urban
	Downtown District		Neighborhood Commercial		Urban University

FUTURE LAND USE

PERFECTA DE LA ROSA





REYES DRAFTING & DESIGNS
RESIDENTIAL HOUSE PLANS



4021 DRURY DR.
EDINBURG, TX 78542
292-8399 CELL

THIS DRAWINGS ARE AND SHALL BE THE PROPERTY OF REYES DESIGNS THEY MAY NOT BE REPRODUCED WITHOUT THE EXPRESSED CONSENT AND PROPER COMPENSATION OF REYES DESIGN

PROJECT NUMBER:
07-2016

DRAWN BY:
J. REYES

DATE:
07/01/16

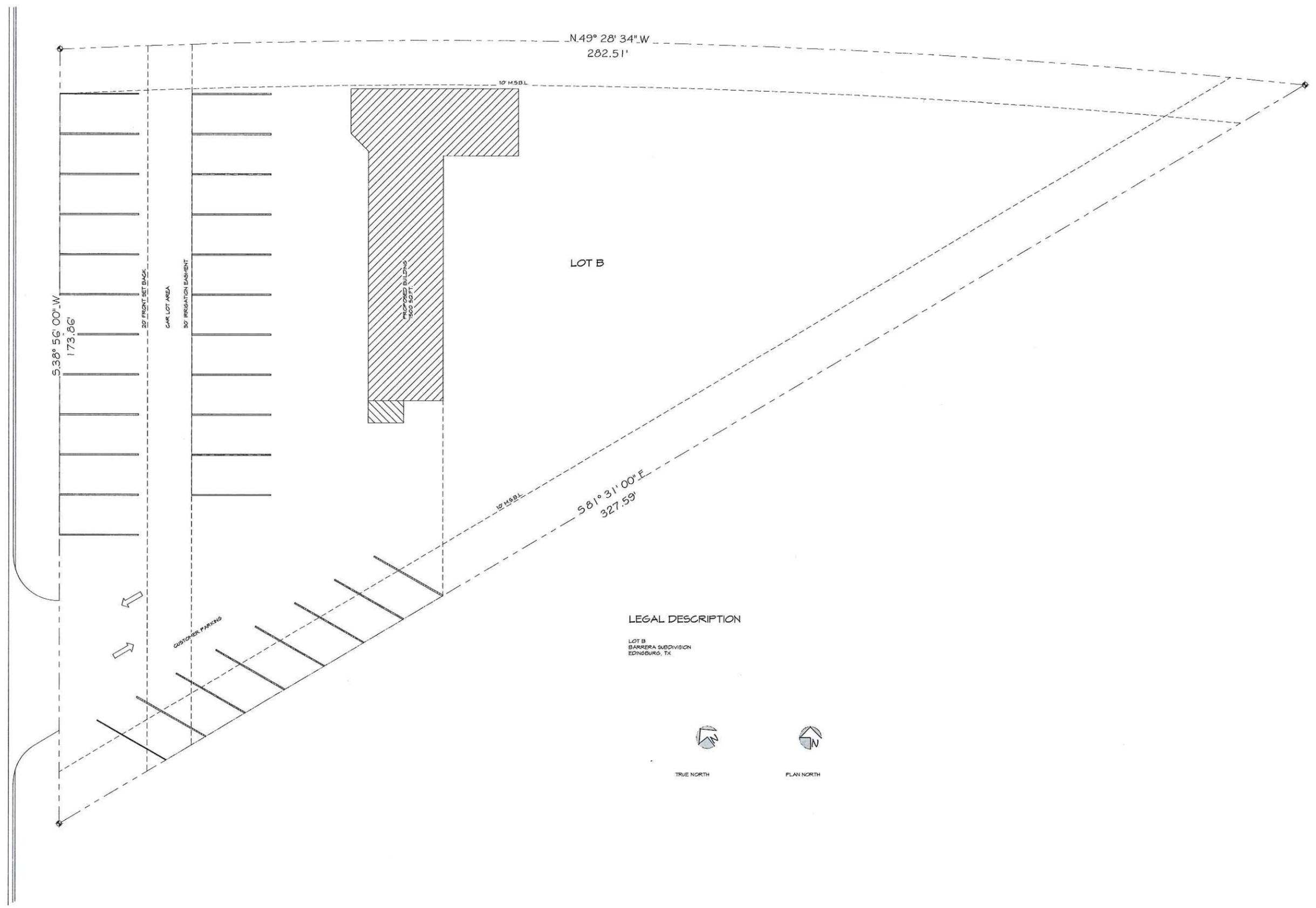
SCALE:
1" = 10'-0"

PROJECT NAME: _____

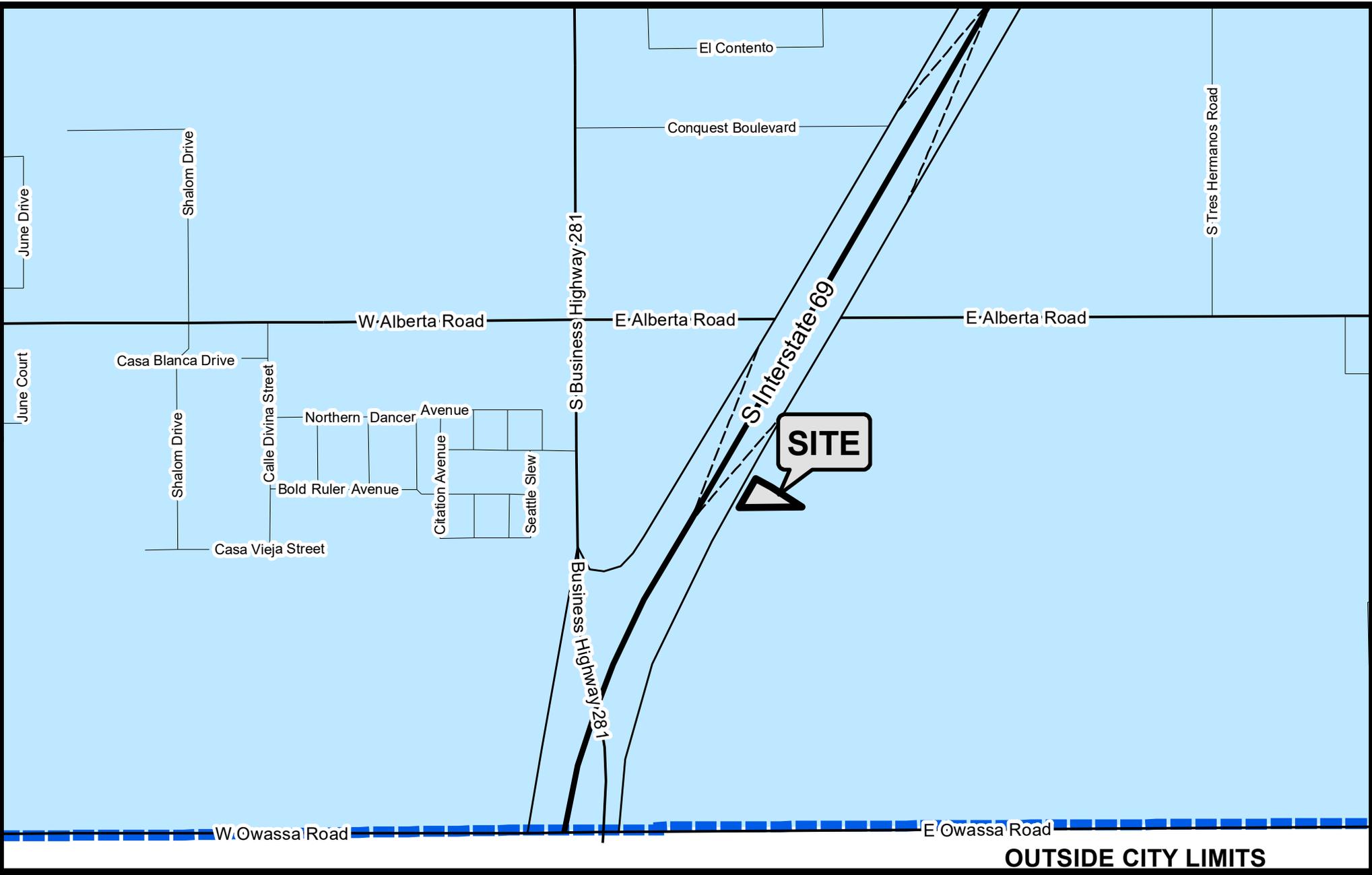
PROJECT ADDRESS:
Enter address here

OWNER:
JACOB LEON

SHEET:
AS - 1.0



1 SITE PLAN
1" = 10'-0"



Legend

- Perfecta de la Rosa
- City Limits

PERFECTA DE LA ROSA

THE CITY OF
DINBURG

COMPREHENSIVE PLAN AMENDMENT FROM INDUSTRIAL USES TO GENERAL COMMERCIAL USES AND THE REZONING REQUEST FROM AGRICULTURAL (AG) DISTRICT TO COMMERCIAL GENERAL (CG) DISTRICT, BEING LOT B OF BARRERA SUBDIVISION, LOCATED AT 5212 S. INTERSTATE 69C, AS REQUESTED BY PERFECTA DE LA ROSA.

PROP. ID. 603772
BRADSHAW REAL ESTATE LTD
PO BOX 4789
CORPUS CHRISTI, TX. 78469
LEGAL: BRADSHAW LOT 1

PROP. ID. 122538
DE LA ROSA RAUL
310 E EL DORA RD
PHARR, TX. 78577
LEGAL: BARRERA LOT B

PROP. ID. 202017
JCJI LTD
PO BOX 1986
MCALLEN, TX. 78505-1986
LEGAL: KELLY PHARR TRACT LOT 61-E4.26AC OF E10.71 AC E OF U S 281 BYPASS & ALL LOT 62 43.26 AC

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURE (AG) DISTRICT TO COMMERCIAL GENERAL (CG) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING A 0.56 ACRE TRACT OF LAND OUT OF LOT B, BARRERA SUBDIVISION, LOCATED AT 5212 SOUTH INTERSTATE I 69C, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture (AG) District and the Commercial General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 6th day of August, 2007. Such proposed amendment is to change the zoning of a 0.56 acre tract of land out of Lot B, Barrera Subdivision, located at 5212 South Interstate I 69C, Edinburg, Hidalgo County, Texas, from Agriculture (AG) District to Commercial General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing held before said Planning and Zoning Commission, on August 9, 2016, at 4:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the

City Council of said City provided due notice, as provided by said Unified Development Code of a public hearing to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on September 6, 2016, at 6:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the Code of Ordinances of the City of Edinburg and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Agriculture (AG) District to Commercial General (CG) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Agriculture (AG) District and added to the Commercial General (CG) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 6th day of September, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF A 0.56 ACRE TRACT OF LAND OUT OF LOT B, BARRERA SUBDIVISION, LOCATED AT 5212 SOUTH INTERSTATE I 69C, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR GENERAL COMMERCIAL USES; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Industrial Uses to General Commercial Uses; and

WHEREAS, it appears that this development will proceed, if allowed; and

WHEREAS, such development is not detrimental to the Industrial Uses in the surrounding area; and

WHEREAS, in order to avoid exceptions to the Comprehensive Plan, it is appropriate that the Plan be changed to reflect conditions as they actually exist in Edinburg.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 3023 on October 4, 2005, is hereby amended to provide that the property in question, would best be used and developed, because of changing conditions for General Commercial Uses. The conditions that exist are:

- (1) Population growth requiring more General Commercial Uses;
- (2) Expansion and development of General Commercial Uses.

This area, because of Edinburg's growth, should be included in those portions of the City providing

support to and being compatible with other similar uses, all of which are in close proximity to one another.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 6th day of September, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Hold Second Public Hearing on Proposed Tax Revenue Increase for the City of Edinburg for Fiscal Year Beginning October 1, 2016 through September 30, 2017 and Schedule a Meeting to Adopt the 2016-2017 Tax Rate. [Ascencion Alonzo, Director of Finance]

STAFF COMMENTS AND RECOMMENDATION:

Senate Bill (S.B.) 18, 79th Texas Legislature, Regular Session, requires a taxing unit to hold two public hearings and publish notices if the unit proposes a tax rate that exceeds the effective tax rate or the rollback rate, whichever is lower. Although the 2016-2017 proposed tax rate will remain at \$0.63500 for the twenty-second consecutive year, if adopted, it will increase Property Tax revenues by 2.65% over the effective tax rate. The Property Tax Revenue Increase is attributed mainly to property value increase, new improvements and new annexations.

The proposed tax rate for Fiscal Year beginning October 1, 2016 through September 30, 2017 was voted by Mayor and City Council on August 03, 2016 to remain at \$0.63500. The proposed tax rate is \$0.63500 per \$100 of assessed valuation allocated at \$0.5340 for Maintenance and Operations and \$0.1010 for the Interest and Sinking Fund.

The first Public Hearing was held on August 23, 2016 at the City Hall-Council Chambers, located at 415 W. University Dr., Edinburg, Texas. At that Public Hearing, Mayor and City Council affirmed the proposed tax rate of \$0.6350 and set the date for the second public hearing.

City Manager recommends scheduling a meeting to adopt the 2016-2017 Tax Rate for the City of Edinburg for Fiscal Year beginning October 1, 2016 through September 30, 2017 to be held on September 20, 2016 at 6:00 p.m. at the City Hall-Council Chambers, 415 W. University, Edinburg Texas.

RECOMMENDATION:

Hold Second Public Hearing on Proposed Tax Revenue Increase for the City of Edinburg for Fiscal Year beginning October 1, 2016 through September 30, 2017 and Schedule a Meeting to Adopt the 2016-2017 Tax Rate to be held on September 20, 2016 at 6:00 p.m., at the City Hall-Council Chambers, 415 W. University Dr., Edinburg, Texas.

REVIEWED BY:

PREPARED BY:

Â /s/Richard M.
Hinojosa
Richard M. Hinojosa
City Manager

Â /s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Hold Public Hearing on the Proposed Budget for the City of Edinburg for Fiscal Year Beginning October 1, 2016 and Ending September 30, 2017.

Consider Ordinance Adopting the Budget for the City of Edinburg for Fiscal Year Beginning October 1, 2016 and Ending September 30, 2017. [Ascencion Alonzo, Director of Finance]

STAFF COMMENTS AND RECOMMENDATION:

The Budget process was initiated by the Finance Department on April 11, 2016. The 2016-2017 Budget preparation has been a vigorous process and includes Mayor and Council's recommendations, as proposed on June 07, 2016 and August 23, 2016. This budget includes the following recommendations:

BUDGET HIGHLIGHTS

No increase in the property tax rate"; tax rate remains at \$.6350 per \$100 assessed valuation for the twenty-second consecutive year.

- A three percent (3%) pay plan adjustment for all civil and non-civil service employees.
- Increased funding for the addition of twenty-eight (28) new positions.
- No increase in residential solid waste collection rates. Last increase was adopted October 1, 2004.
- No increase in water and sanitary sewer rates. Last increase was adopted October 1, 2011.
- An eight percent (8%) increase in dental insurance for full-time employees.
- A five percent (5%) increase in health insurance for full-time employees.
- Medical insurance for part-time employees that work 30 hours per week (1,560 hours per year) due to the Affordable Care Act.
- Vision insurance for full-time employees.
- Increased funding to the Information Technology Department for the purchase of a City Hall Server Virtualization (\$80,000).
- Increased funding to the Police Department for the purchase of one (1) Leupold Mark Tactical Scope (\$6,000), one (1) Aroflex Radio Test Equipment (\$45,325), one (1) Sokia SX Robotics (\$26,000), one (1) Mobile Shelving System (\$28,000), and the construction of a Firing Range (\$75,000).
- Increased funding to the Streets Department for the Interlocal HCRMA Project (\$25,000), Hilda Subdivision Improvements (\$198,036), and the Installation of Street Lights at Faysville Subdivision

(\$15,610).

- Increased funding to the Parks Department for the purchase of Crushed Wood Surfacing (\$30,000) and Parkland Dedication funding for an Interlocal Agreement with the Edinburg Consolidated Independent School District (ECISD) for the Eisenhower School Park Project (\$325,000).
- Increased funding to the Utility Department for the purchase of the following: Three (3) Raw Water Pump (Water Tower) Replacement (\$74,000), Section 2 Filter Control Valve (DTP) Replacement (\$155,000), Pump Station #1 Generator Replacement (\$180,000), Pump Station #1 Gate Valve Replacement (\$38,000), Booster Pumps at North Booster Station and West Booster Station (\$50,000), and four (4) SC-200 Controllers (\$18,500) for the Water Plant Division; Lift Station #42 Rehabilitation & Upgrade (\$1,500,000), Lift Station #23 Rehabilitation (\$25,000), Lift Station #28 Rehabilitation (\$25,000), Plant #3 Clarifier (\$250,000), Lift Station #33 Rehabilitation (\$120,000), Blower Package (\$30,000), Orbal RAS Pump (\$25,000), Electrical Panel & Parts (\$25,000), Portable Generator (\$110,000), Headwork Radiator (\$25,000), and Smartcover Systems (\$7,500) for the Wastewater Treatment Plant Division; West Water Tower Repairs (\$740,000), six (6) Pickup Trucks (\$170,000), one (1) Vactor Truck (\$350,000), one (1) Push Cable Reel (\$15,000), and Sanitary Sewerline Improvements for Canton Road between Jackson & McColl (\$236,500); Evangeline Gardens Subdivision (\$345,000); and Chapin Road West of Expressway 281 (\$100,000) for the Systems Division.
- Funding to the South Texas International Airport at Edinburg Department for the Annual Routine Airport Maintenance Program (\$100,000).
- Increased funding to the Solid Waste Management Department for the fourth installment payment (\$157,000) for the purchase of 157 acres of land and the third installment payment (\$120,342) for the purchase of 125.7 acres of land, and equipment purchases such as four (4) Pickup Trucks (\$171,000), two (2) All Terrain Vehicles (\$30,000), two (2) Commercial Side Load Retrievers (\$530,000), one (1) Automated Front Load Retriever (\$310,000), three (3) Brush Units (\$330,000), two (2) Residential Side Load Retrievers (\$650,000), one (1) Tarper-Matic Tarper (\$115,000), one (1) Satellite Retriever System (\$30,000), one (1) Virtual Environment Server (\$85,000), and Handheld Devices/Licensing (\$44,500). Increased funding for this department also includes the Construction of a 374,000 square foot Cell (\$1,385,000) and the Relocation of a Gas Line (\$65,000).

This Budget also includes performance indicators for every department for the 2016-2017 Fiscal Year. As per City Charter, this Ordinance is required to adopt the budget for the City of Edinburg, Texas and to appropriate resources for the Fiscal Year beginning October 1, 2016 and ending September 30, 2017. The fund balance for the General Fund is projected to be 29.5% of projected expenditures for Fiscal Year ending September 30, 2017. The Utility Fund and the Solid Waste Management Fund continue to remain financially sound. The budget Ordinance document is attached for your consideration.

RECOMMENDATION:

Approve Ordinance Adopting the Budget for the City of Edinburg for Fiscal Year Beginning October 1, 2016 and Ending September 30, 2017.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

Â /s/ Ricardo Palacios by CP
Ricardo Palacios
CityAttorney

Â /s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF EDINBURG, TEXAS, APPROPRIATING RESOURCES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; CONTAINING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR APPROPRIATE READINGS; PROVIDING FOR A WAIVER OF THOSE READINGS NOT HELD; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. The budget estimate of the revenues and expenditures of the City of Edinburg, Texas, as prepared by the City Manager is hereby appropriated by the City Council for the Fiscal Year beginning October 1, 2016 and ending September 30, 2017.

SECTION II. The sum of FIFTY-THREE MILLION SEVEN HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED THIRTY-SIX AND NO/100 DOLLARS (**\$53,731,436.00**) is hereby appropriated for the General Fund for the payment of operating expenditures and capital outlays of the City Government.

SECTION III. The sum of THREE HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (**\$323,325.00**) is hereby appropriated for the Texas Controlled Substance Act Fund.

SECTION IV. The sum of THREE HUNDRED EIGHTY THOUSAND FOUR HUNDRED SIXTY-THREE AND NO/100 DOLLARS (**\$380,463.00**) is hereby appropriated for the Hotel Occupancy Tax Fund.

SECTION V. The sum of ONE MILLION SIXTY-ONE THOUSAND ONE HUNDRED SIXTY-TWO AND NO/100 DOLLARS (**\$1,061,162.00**) is hereby appropriated for the Community Development Block Grant Fund.

SECTION VI. The sum of FOUR MILLION SEVENTY-TWO THOUSAND TWO HUNDRED FIFTY-THREE AND NO/100 DOLLARS (**\$4,072,253.00**) is hereby appropriated for the Debt Service Fund for the purpose of paying the accruing interest and redeeming the serial bonds as they mature during the year.

SECTION VII. The sum of TWENTY-TWO MILLION THREE HUNDRED ONE THOUSAND FOUR HUNDRED FIFTY-TWO AND NO/100 DOLLARS (**\$22,301,452.00**) is hereby appropriated for the Utility Fund for the operating expenses and capital outlay of the municipally-owned waterworks and sanitary sewer system.

SECTION VIII. The sum of ONE MILLION TWO HUNDRED FIFTY THOUSAND ONE HUNDRED SEVENTY-FOUR AND NO/100 DOLLARS (**\$1,250,174.00**) is hereby appropriated for the South Texas International Airport at Edinburg Fund for the operating expenses and capital outlay of the municipally owned airport facility.

SECTION IX. The sum of FOUR HUNDRED EIGHTY-FOUR THOUSAND FIVE HUNDRED FORTY-NINE AND NO/100 DOLLARS (**\$484,549.00**) is hereby appropriated for the City Ebony Hills Golf Course Fund.

SECTION X. The sum of TWENTY MILLION TWO HUNDRED FOUR THOUSAND TWO HUNDRED NINETY-SIX AND NO/100 DOLLARS (**\$20,204,296.00**) is hereby appropriated for the Solid Waste Management Fund for the operating expenses and capital outlay of the municipally-owned refuse collection utility.

SECTION XI. The sum of ONE MILLION SEVEN HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED TWELVE AND NO/100 DOLLARS (**\$1,793,512.00**) is hereby appropriated for the Los Lagos Golf Club Fund.

SECTION XII. The sum of ONE MILLION FIVE HUNDRED TWELVE THOUSAND NINE HUNDRED TWENTY-ONE AND NO/100 DOLLARS (**\$1,512,921.00**) is hereby appropriated for the Boys and Girls Club Fund.

SECTION XIII. WAIVER CLAUSE. The requirements of three (3) separate readings of this Ordinance are hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

SECTION XIV. SAVINGS CLAUSE. If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION XV. PUBLICATION AND EFFECTIVE DATE CLAUSE.
This Ordinance shall be published according to law and shall become effective October 1, 2016.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 6TH day of **September, 2016**.

CITY OF EDINBURG

BY: _____
Richard H. Garcia, Mayor

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:
PALACIOS, GARZA & THOMPSON, P.C.**

BY: _____
City Attorney

ORDINANCES

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Reviewing and Approving Ordinance Amending the Budget for the 2015-2016 Fiscal Year by Providing Additional Appropriations to the General Fund, Utility Fund, T.C.S.A. Fund, and the Boys & Girls Club Fund. [Ascencion Alonzo, Director of Finance]

STAFF COMMENTS AND RECOMMENDATION:
GENERAL FUND

This ordinance amends the 2015-2016 Budget Ordinance by providing \$1,844,376 in additional revenues and \$1,844,376 in additional appropriations to the General Fund. The additional appropriations will be funded as follows: \$55,303 from Parkland Dedication, \$1,713,740 from an EEDC Reimbursement, and \$75,333 from a Grant.

ADDITIONAL
APPROPRIATIONS

FUNDING SOURCE

Parkland Dedication	\$ 55,303
EEDC Reimbursement	1,713,740
Criminal Justice Division Grant	<u>75,333</u>
Total	\$1,844,376

APPROPRIATIONS

Police	\$ 75,333
Parks & ROW	55,303
Non-Departmental	<u>1,713,740</u>
Total	\$1,769,043

UTILITY FUND

This ordinance provides \$60,002 in additional appropriations to the Utility Fund. The additional appropriations will be funded from the Utility Depreciation Reserve Fund in the amount \$60,002.

ADDITIONAL
APPROPRIATIONS

FUNDING SOURCE

Depreciation Reserve Fund	<u>\$60,002</u>
	Total \$60,002

APPROPRIATIONS

Systems	<u>\$60,002</u>
	Total \$60,002

T.C.S.A. FUND

This ordinance provides \$375,000 in additional appropriations to the T.C.S.A. Fund. The additional appropriations will be funded from Unreserved Fund Balance in the amount of \$375,000.

ADDITIONAL
APPROPRIATIONS

FUNDING SOURCE

Unreserved Fund Balance	<u>\$375,000</u>
	Total \$375,000

APPROPRIATIONS

T.C.S.A.	<u>\$375,000</u>
	Total \$375,000

BOYS & GIRLS CLUB

This ordinance provides \$179,580 in additional appropriations to the Boys & Girls Club Fund. The additional appropriations will be funded from Grants in the amount of \$179,580.

ADDITIONAL
APPROPRIATIONS

FUNDING SOURCE

OJP Grant	\$ 70,000
Texas Parks & Wildlife Grant	35,500
Dept. of State Health Services Grant	44,045
Methodist Healthcare Grant	<u>30,035</u>
Total	\$179,580

APPROPRIATIONS

Boys & Girls Club	<u>\$179,580</u>
Total	\$179,580

NOTE: REFER TO DETAIL

	GENERAL FUND
Fund Balance 09/30/2015	\$16,062,209
Add-Add'l Revenue-02/02/16	505,634
Add-Add'l Revenue-05/17/16	65,043
Add-Add'l Revenue-09/06/16	1,844,376
Less-Add'l Appropriations-Carry-Overs	(542,655)
Less-Add'l Appropriations-02/02/16	(844,490)
Less-Add'l Appropriations-05/17/16	(364,666)
Less-Add'l Appropriations-09/06/16	<u>(1,844,376)</u>
Estimated Unreserved Fund Balance	\$14,881,075

City Staff has closely examined the additional appropriations and their effect on Fund Balance and concluded that sufficient funds are available. Fund Balance for General Fund is estimated to be 29.19% of the 2015-2016 budgeted expenditures and is projected to be higher at year end due to current and anticipated increase in revenues for this Fiscal Year.

This Ordinance amends the 2015-2016 Budget Ordinance by appropriating for all revenues and expenditures incurred and committed to date. Approval of additional revenues or expenditures will require an appropriation at the same City Council Meeting wherein agenda item is approved.

RECOMMENDATION:

Approve Ordinance Amending the Budget for the 2015-2016 Fiscal Year by Providing Additional Appropriations to the General Fund, Utility Fund, T.C.S.A. Fund, and the Boys & Girls Club Fund.

REVIEWED BY:

PREPARED BY:

Â /s/Richard M.
Hinojosa
Richard M. Hinojosa
City Manager

Â /s/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

Â /s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

ORDINANCE NO.

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE 2015-2016 FISCAL YEAR BY APPROPRIATING TO THE **GENERAL FUND** ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **\$1,844,376** FOR ADDITIONAL EXPENDITURES FROM FUND BALANCE; TO THE **UTILITY FUND** ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **\$60,002** FROM RETAINED EARNINGS; TO THE **T.C.S.A. FUND** ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **\$375,000** FROM FUND BALANCE; AND TO THE **BOYS & GIRLS CLUB FUND** ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **\$179,580** FROM FUND BALANCE. CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; PROVIDING A WAIVER OF (3) SEPARATE READINGS; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. The **GENERAL FUND** Budget estimated revenues and appropriations of the City of Edinburg for the Fiscal Year 2015-2016 is hereby amended in the sum of ONE MILLION EIGHT HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$1,844,376.00) in estimated revenues and ONE MILLION EIGHT HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$1,844,376.00) in appropriations from fund balance for payment of operating expenditures and capital outlay.

Estimated revenues to be derived from Parkland Dedication Projects, FIFTY-FIVE THOUSAND THREE HUNDRED THREE AND NO/100 DOLLARS (\$55,303.00); from an EEDC Reimbursement, ONE MILLION SEVEN HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED FORTY AND NO/100 DOLLARS (\$1,713,740.00); and from Grants, SEVENTY-FIVE THOUSAND THREE HUNDRED THIRTY-THREE AND NO/100 DOLLARS (\$75,333.00).

The appropriations to be appropriated are as follows:

SEVENTY-FIVE THOUSAND THREE HUNDRED THIRTY-THREE AND NO/100 DOLLARS (\$75,333.00) for the **POLICE** Department; FIFTY-FIVE THOUSAND THREE HUNDRED THREE AND NO/100 DOLLARS (\$55,303.00) for the **PARKS & ROW** Department; and ONE MILLION SEVEN HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED FORTY AND NO/100 DOLLARS (\$1,713,740.00) for the **NON-DEPARTMENTAL** Department.

SECTION II. The **UTILITY FUND** Budget of the City of Edinburg for the Fiscal Year 2015-2016 is hereby amended in the sum of SIXTY THOUSAND TWO AND NO/100 DOLLARS (\$60,002.00) in appropriations for payment of operating expenses and capital outlay from the Depreciation Reserve Fund.

SECTION III. The **T.C.S.A. FUND** Budget of the City of Edinburg for the Fiscal Year 2015-2016 is hereby amended in the sum of THREE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$375,000.00) in appropriations from Fund Balance.

SECTION IV. The **BOYS & GIRLS CLUB FUND** Budget of the City of Edinburg for the Fiscal Year 2015-2016 is hereby amended in the sum of ONE HUNDRED SEVENTY-NINE THOUSAND FIVE HUNDRED EIGHTY AND NO/100 DOLLARS (\$179,580.00) in appropriations for payment of operating expenses and capital outlay from Fund Balance.

SECTION V. The Director of Finance is hereby instructed to amend the appropriate line items in the budget for Fiscal Year 2015-2016 to take into consideration the expenditures appropriated hereby.

SECTION VI. REPEALER CLAUSE. This Ordinance shall be cumulative of all other ordinances dealing with the same subject any provision of any ordinance in direct conflict with any provision of the ordinance is hereby repealed, and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION VII. SEVERABILITY CLAUSE. If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing the ordinance that its parts shall be severable, and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION VIII. WAIVER CLAUSE. The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all members of the City Council.

SECTION IX. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and publication according to law.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 6th day of **September, 2016**.

CITY OF EDINBURG

BY: _____
Richard H. Garcia, Mayor

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:
PALACIOS, GARZA & THOMPSON, P.C.**

BY: _____
City Attorney

GENERAL FUND

FUNDING SOURCE

						FUNDING SOURCE		
						UNRESERVED	PARKLAND	GRANTS
DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	EXHIBIT	DETAIL	TOTAL AMOUNT	FUND BALANCE	DEDICATION	& OTHER SOURCES
Police	01-5116-05000-00	Police Grant Expenses	"A"	Appropriation due to Criminal Justice Division (CJD) Grant Awarded for Body Worn Cameras	75,333			75,333
TOTAL FOR POLICE					75,333			75,333
Parks & ROW	01-5386-04980-00	Parkland Dedication	"B"	Appropriation for Parkland Dedication Projects Zone 1, 4, 5, & 6	55,303		55,303	
TOTAL FOR PARKS & ROW					55,303		55,303	
Non-Departmental	01-5807-04402-00	Special Projects	"C"	Appropriation for Purchase of Land at Southeast Intersection of Trenton & U.S. Highway 281	1,713,740			1,713,740
TOTAL FOR NON-DEPARTMENTAL					1,713,740			1,713,740
TOTAL FOR GENERAL FUND					1,844,376		55,303	1,789,073

UTILITY FUND

FUNDING SOURCE

						FUNDING SOURCE		
						RETAINED		DEPRECIATION
DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	EXHIBIT	DETAIL	TOTAL AMOUNT	EARNINGS		RESERVE ACCOUNT
Water Plant	02-5726-04950-00	Machines & Equipment	"D"	Appropriation for Purchase of 8" Silent Dri-Primed Pump	60,002			60,002
TOTAL FOR WATER PLANT					60,002			60,002
TOTAL FOR UTILITY FUND					60,002			60,002

T.C.S.A. FUND

FUNDING SOURCE

						FUNDING SOURCE		
						UNRESERVED	RESERVED	GRANTS
DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	EXHIBIT	DETAIL	TOTAL AMOUNT	FUND BALANCE	FUND BALANCE	& OTHER SOURCES
Police	30-5807-04465-00	Transfer Out - Capital Projects (65)	"E"	Appropriation for Construction of Police Training Facility	375,000	375,000		
TOTAL FOR T.C.S.A. FUND					375,000	375,000		

BOYS & GIRLS CLUB FUND

FUNDING SOURCE

						UNRESERVED	TRANSFER IN	GRANTS
DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	EXHIBIT	DETAIL	TOTAL AMOUNT	FUND BALANCE	GENERAL FUND	& OTHER SOURCES
Boys & Girls Club	72-5371-04010-00	Salaries	"F"	Appropriation due to OJP (Mentoring Legacy) Grant Award	10,748			10,748
Boys & Girls Club	72-5371-04010-00	Salaries	"F"	Appropriation due to OJP (Military Mentoring Legacy) Grant Award	8,313			8,313
Boys & Girls Club	72-5371-04010-00	Salaries	"F"	Appropriation due to OJP (Fountain) Grant Award	10,293			10,293
Boys & Girls Club	72-5371-04010-00	Salaries	"F"	Appropriation due to OJP (Sam Risica) Grant Award	4,137			4,137
Boys & Girls Club	72-5371-04010-00	Salaries	"F"	Appropriation due to Texas Parks & Wildlife Grant Award	14,200			14,200
Boys & Girls Club	72-5371-04010-00	Salaries	"F"	Appropriation due to Department of State Health Services Grant Award	20,229			20,229
Boys & Girls Club	72-5371-04010-00	Salaries	"F"	Appropriation due to Methodist Healthcare Ministries Grant Award	25,190			25,190
Boys & Girls Club	72-5371-04100-00	Taxes	"F"	Appropriation due to OJP (Mentoring Legacy) Grant Award	822			822
Boys & Girls Club	72-5371-04100-00	Taxes	"F"	Appropriation due to OJP (Military Mentoring Legacy) Grant Award	636			636
Boys & Girls Club	72-5371-04100-00	Taxes	"F"	Appropriation due to OJP (Fountain) Grant Award	787			787
Boys & Girls Club	72-5371-04100-00	Taxes	"F"	Appropriation due to OJP (Sam Risica) Grant Award	316			316
Boys & Girls Club	72-5371-04100-00	Taxes	"F"	Appropriation due to Department of State Health Services Grant Award	1,781			1,781
Boys & Girls Club	72-5372-04340-00	Recreation & Education	"F"	Appropriation due to OJP (Mentoring Legacy) Grant Award	10,581			10,581
Boys & Girls Club	72-5372-04340-00	Recreation & Education	"F"	Appropriation due to OJP (Military Mentoring Legacy) Grant Award	8,599			8,599
Boys & Girls Club	72-5372-04340-00	Recreation & Education	"F"	Appropriation due to OJP (Fountain) Grant Award	2,473			2,473
Boys & Girls Club	72-5372-04340-00	Recreation & Education	"F"	Appropriation due to OJP (Sam Risica) Grant Award	4,150			4,150
Boys & Girls Club	72-5372-04340-00	Recreation & Education	"F"	Appropriation due to Texas Parks & Wildlife Grant Award	14,750			14,750
Boys & Girls Club	72-5372-04340-00	Recreation & Education	"F"	Appropriation due to Department of State Health Services Grant Award	10,885			10,885
Boys & Girls Club	72-5372-04340-00	Recreation & Education	"F"	Appropriation due to Methodist Healthcare Ministries Grant Award	3,000			3,000
Boys & Girls Club	72-5372-04350-00	Food	"F"	Appropriation due to Texas Parks & Wildlife Grant Award	5,800			5,800
Boys & Girls Club	72-5372-04360-00	Motor Vehicle Fuel, Oil, Etc.	"F"	Appropriation due to Texas Parks & Wildlife Grant Award	750			750
Boys & Girls Club	72-5375-04760-00	Utilities	"F"	Appropriation due to OJP (Mentoring Legacy) Grant Award	458			458
Boys & Girls Club	72-5375-04760-00	Utilities	"F"	Appropriation due to OJP (Military Mentoring Legacy) Grant Award	458			458
Boys & Girls Club	72-5375-04770-00	Travel, Training, Meetings	"F"	Appropriation due to OJP (Mentoring Legacy) Grant Award	1,041			1,041
Boys & Girls Club	72-5375-04770-00	Travel, Training, Meetings	"F"	Appropriation due to OJP (Military Mentoring Legacy) Grant Award	694			694
Boys & Girls Club	72-5375-04770-00	Travel, Training, Meetings	"F"	Appropriation due to OJP (Fountain) Grant Award	347			347
Boys & Girls Club	72-5375-04770-00	Travel, Training, Meetings	"F"	Appropriation due to OJP (Sam Risica) Grant Award	347			347
Boys & Girls Club	72-5375-04770-00	Travel, Training, Meetings	"F"	Appropriation due to Department of State Health Services Grant Award	7,150			7,150
Boys & Girls Club	72-5375-04770-00	Travel, Training, Meetings	"F"	Appropriation due to Methodist Healthcare Ministries Grant Award	750			750
Boys & Girls Club	72-5375-04780-00	Dues & Subscriptions	"F"	Appropriation due to OJP (Mentoring Legacy) Grant Award	50			50
Boys & Girls Club	72-5375-04780-00	Dues & Subscriptions	"F"	Appropriation due to OJP (Fountain) Grant Award	100			100
Boys & Girls Club	72-5375-04780-00	Dues & Subscriptions	"F"	Appropriation due to OJP (Sam Risica) Grant Award	50			50
Boys & Girls Club	72-5375-04790-00	Printing	"F"	Appropriation due to OJP (Mentoring Legacy) Grant Award	1,300			1,300

BOYS & GIRLS CLUB FUND (CONT.)

FUNDING SOURCE

						FUNDING SOURCE			
						UNRESERVED	TRANSFER IN	GRANTS	
						TOTAL	FUND	GENERAL	& OTHER
DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	EXHIBIT	DETAIL		AMOUNT	BALANCE	FUND	SOURCES
Boys & Girls Club	72-5375-04790-00	Printing	"F"	Appropriation due to OJP (Military Mentoring Legacy) Grant Award		1,300			1,300
Boys & Girls Club	72-5375-04790-00	Printing	"F"	Appropriation due to OJP (Fountain) Grant Award		1,000			1,000
Boys & Girls Club	72-5375-04790-00	Printing	"F"	Appropriation due to OJP (Sam Risica) Grant Award		1,000			1,000
Boys & Girls Club	72-5375-04790-00	Printing	"F"	Appropriation due to Department of State Health Services Grant Award		1,000			1,000
Boys & Girls Club	72-5375-04790-00	Printing	"F"	Appropriation due to Methodist Healthcare Ministries Grant Award		1,095			1,095
Boys & Girls Club	72-5375-04800-00	Professional Services	"F"	Appropriation due to Department of State Health Services Grant Award		3,000			3,000
TOTAL FOR BOYS & GIRLS CLUB						179,580			179,580

Statement of Grant Award (SOGA)

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded as well as any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grant Management Standards (UGMS) that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grantee Responsibilities Memo, the Comprehensive Certifications and Assurance Form, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3152501	Award Amount:	\$75,332.25
Date Awarded:	6/14/2016	Grantee Cash Match:	\$18,833.06
Grant Period:	03/01/2016 - 08/15/2016	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/13/2016	Total Project Cost:	\$94,165.31
Program Fund:	BC-Body-Worn Camera (BWC) Program		
Grantee Name:	Edinburg, City of		
Project Title:	Body Worn Camera		
Grant Manager:	Toni Kanetzky		
DUNS Number:	140204509		

CFDA: N/A

Federal Awarding Agency: N/A - State Funds

Federal Award Date: N/A - State Funds

Federal/State Award ID Number: 2016-BC-ST-0020

Total Federal Award/State Funds Appropriated: \$10,000,000.00

Pass Thru Entity Name: Texas Office of the Governor – Criminal Justice Division (CJD)

Is the Award R&D: No

Federal/State Award Description: Funds are used for the purchase of body cameras and digital storage systems to serve as a tool in a law enforcement comprehensive problem-solving approach to enhance officer interactions with the public, build community trust, and gather important evidence for use in the prosecution of crimes.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds

<p>Other Condition of Funding. Before filing for reimbursement under the grant, the grantee must submit a Revised Resolution that (1) includes an assurance that, in the event of loss or misuse of grant funds, funds will be returned to the Criminal Justice Division in full and (2) assures that the grantee will provide a minimum 25% match (regardless of the final amount awarded; do not include a set amount please). Please see a sample Resolution at https://egrants.gov.texas.gov/FileDirectory/OOG_Sample_Resolution.doc in eGrants.</p>	<p>5/23/2016</p>		<p><input checked="" type="checkbox"/></p>	<p><input type="checkbox"/></p>
<p>Body-Worn Camera TCOLE Report: Before a grantee may receive reimbursement funds under this grant, it must submit a report to the Texas Commission on Law Enforcement (TCOLE) specified by the Commission regarding program costs and basic law enforcement statistics. Grantees must also submit annual reports to TCOLE annually for the three years following the initial report.</p>	<p>5/25/2016</p>		<p><input checked="" type="checkbox"/></p>	<p><input type="checkbox"/></p>
<p>Body-Worn Camera Policy: Before filing for a reimbursement under this grant, the grantee agency must adopt a policy for the use of body worn cameras that complies with the requirements of Sec. 1701.655, Occupations Code.</p>	<p>5/25/2016</p>		<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>
<p>Body-Worn Camera Training: All officers who will be equipped with cameras purchased under the program must be trained before doing so in official duty and CJD cannot reimburse any costs until this training has occurred. Such training must comply with the requirements of Sec. 1701.656, Occupations Code, which requires that, prior to operating a body-worn camera program, the grantee must train the officers who will wear the cameras as well as any other personnel who will come into contact with the video and audio data obtained through the program.</p>	<p>5/25/2016</p>		<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>

MEMORANDUM

DATE: August 12, 2016
TO: Ascencion Alonzo, Director of Finance
FROM: Luis A. Rodriguez, Parks Operation Manager
SUBJECT: Appropriation of Parkland Dedication Funds

A total of \$55,303 needs to be transferred from various Parkland Dedication Accounts into the 01-5386-04980-00 Account. Listed below is the breakdown by Account:

	<u>76-0000-23814-00</u>	<u>Cost</u>
Purchase of BBQ pits.		\$ 4,099.00
Total		\$ 4,099.00
	<u>76-0000-23817-00</u>	<u>Cost</u>
Replacement parts for playscapes.		\$ 12,802.00
Total		\$ 12,802.00
	<u>76-0000-23818-00</u>	<u>Cost</u>
Construction of picnic shelter slabs.		\$ 5,100.00
Total		\$ 5,100.00
	<u>76-0000-23819-00</u>	<u>Cost</u>
Replacement parts for playscapes.		\$ 5,812.00
Purchase of picnic shelters.		\$ 13,450.00
Purchase of water fountains.		\$ 14,040.00
Total		\$ 33,302.00
Grand Total		\$ 55,303.00

c: Pete Garza, Assistant Director of Finance

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL SPECIAL MEETING
AUGUST 23, 2016

Consider Authorizing City Manager to Execute an Inter-local Agreement Between the City of Edinburg and The Edinburg Economic Development Corporation for the Conveyance of Two Tracts of Land Comprising 2.614 Acres out of Lots 17 and 18, M.L. Woods Co., Hidalgo County, Texas Located at the Southeast Intersection of Trenton Rd. and US HWY 281 (I-69C) in the amount of \$1,707,990 and the Cost for the Appraisal and Survey in the amount of \$5,750 Plus All Closing Cost. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

City staff is recommending City Manager to Execute an Inter-local Agreement between the City of Edinburg and The Edinburg Economic Development Corporation for the Conveyance of property located at the South East Corner of the Intersection at Trenton Road and US Expressway 281 (I-69C) to the Edinburg Economic Development Corporation for economic development.

The Edinburg Economic Development Corporation agrees to participate by providing funding for the property in the amount not to exceed \$1,707,990 for the property, \$5,750 for appraisal & Survey cost, and any and all related fees for conveyance of the property.

RECOMMENDATION:

Authorize City Manager to Execute an Inter-local Agreement Between the City of Edinburg and The Edinburg Economic Development Corporation for the Conveyance of Two Tracts of Land Comprising 2.614 Acres out of Lots 17 and 18, M.L. Woods Co., Hidalgo County, Texas Located at the Southeast Intersection of Trenton Rd. and US HWY 281 (I-69C) in the amount of \$1,707,990 and the Cost for the Appraisal and Survey in the amount of \$5,750 Plus All Closing Cost.

REVIEWED BY:

PREPARED BY:

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

/s/ Ponciano N. Longoria, P.E., CFM
Ponciano N. Longoria
PE, CFM

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

REAL ESTATE APPRAISAL REPORT -
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: SEC US 281 and Trenton Road	ROW CSJ: 0255-08-103
Property Owner: State of Texas	District: Pharr District
Address of Property Owner: Austin, Texas	Parcel: Tracts 1 & 2
Occupant's Name: None	Federal Project No: N/a
Whole: <input type="checkbox"/> Partial: <input checked="" type="checkbox"/> Acquisition	Highway: US 281 County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that , it is my opinion the total compensation for the acquisition of the herein described property is \$1,707,990 as of July 20, 2015, based upon my independent appraisal and the exercise of my professional judgment; on July 20, 2015 (date)(s), I personally inspected in the field the property herein appraised; I afforded State of Texas, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection. The owner is the client for this appraisal. No contact letter was sent.; the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on or before July 20, 2015 date)(s); I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Texas Department of Transportation or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and , my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access on this parcel? no (yes or no)
2. If so, is the denial of direct access material? not applicable (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$0.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.



Appraiser Signature
 John H. Malcom, Jr., MAI, CCIM, SRWA
 Certification Number - 1320239-G
 July 22, 2015
 Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.	
Reviewing Appraiser	Date



USPAP REQUIREMENTS AND EXECUTIVE SUMMARY

Scope of Work

Scope of Work defined: Scope of Work is defined as the type and extent of research and analysis in an assignment.¹

The Scope of Work Rule requires an appraiser to complete the following three elements in performing and communicating the results of an appraisal:

- Identify the problem to be solved
- Determine and perform the scope of work necessary to develop credible assignment results, and
- Disclose the scope of work in the report.

Scope of work includes, but is not limited to the following considerations:
The extent to which the property is identified,
The extent to which tangible property is inspected,
The type and extent of data researched, and
The type and extent of analysis applied to arrive at opinions and conclusion.

This appraisal is prepared for the Texas Department of Transportation. The problem to be solved is to estimate the current 'As Is' market value for asset management purposes. The intended use is for marketing purposes, to assist in determining an acceptable value for surplus land. This appraisal is intended for the use of the client, Texas Department of Transportation, their authorized advisors and persons authorized in the review and appraisal approval process. Use of the report by others, for any reason, is not intended.

Scope of Work

Report Type:	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(A). This format provides a summary or a description of the appraisal process, subject and market data and valuation analyses.
Property Identification:	The subject has been identified by the legal description and a survey for the acquisition area prepared by Jesse Fuentes, RPLS on November 25, 2014.

¹ Uniform Standards of Professional Appraisal Practice, 2014-2015 Edition. *The Appraisal Foundation*.
Page 1.1

Inspection:	The appraised property includes a tract of land that is owned as part of the right of way system for US 281 at Trenton Road. My observation of the property included a view from US 281 and Trenton Road. In addition, I walked and drove a portion of the property.
Market Area and Analysis of Market Conditions:	A complete analysis of market conditions has been made. The appraiser maintains and has access to comprehensive databases for this market area and has reviewed the market for sales and listings relevant to this analysis.
Highest and Best Use Analysis:	A complete as vacant and as improved highest and best use analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.
<u>Valuation Analyses</u> Cost Approach:	A cost approach was not applied as in the absence of improvements, the cost approach is not applicable.
Sales Comparison Approach:	A sales approach was applied as for unimproved land, the sales comparison approach is the primary valuation method. It represents the actions of market participants and is considered the most reliable valuation method.
Income Approach:	An income approach was not applied as in this market area, land capitalization is not a reliable valuation method.
Hypothetical Conditions:	<ul style="list-style-type: none"> • There are no hypothetical conditions for this appraisal.
Extraordinary Assumptions:	<ul style="list-style-type: none"> • The appraised property is part of the right of way for US 281. The appraisal is prepared based on the extraordinary assumption that the property can be conveyed as a separate economic unit and that no additional right of way will be required if the property is subdivided or a building permit is requested within the next 6 months.

PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: Tracts 1 & 2

Local Address: SEC US 281 and Trenton Road

Date Taken: July 20, 2015

Taken By: John H. Malcom, Jr.

1. Point from which taken: Tract One (east side) Looking: west across subject property



2. Point from which taken: East boundary of property Looking: West across property and Trenton Road. US 281 overpass visible in background



3. Point from which taken: Trenton Road (north side) - Looking: South across Tract One



4. Point from which taken: Trenton Road (north side) - Looking: South across Tract Two



5. Point from which taken: US 281 - Looking: East across access road to Tract Two



6. Point from which taken: US 281 Access Road - Looking: North along US 281, subject property on right



DESCRIPTION OF PROPERTY: Please refer to the whole property description.

AREA OR NEIGHBORHOOD ANALYSIS: Please refer to the Market Area Analysis section of the report.

SITE ANALYSIS – Please refer to the previous descriptions of the site.

Five Year Sales History: The appraised property was acquired as part of the construction of US 281 and/or Trenton Road. The acquisition date is unknown but was in excess of 5 years before the date of the appraisal. Although it is not currently offered for sale, the purpose of the appraisal is to determine a value of the property as surplus land.

Legal Description: A 1.192 acre tract identified as Tract One and a 1.422 acre tract identified as Tract Two out of Blocks 17 and 18, M.L. Woods Company Tract No. 4, as recorded in Volume 5, Page 51, Map records Hidalgo County, Texas. The property is more particularly described in the survey and property descriptions included as an exhibit in this report.

Improvements: NA, there are no improvements.

HIGHEST AND BEST USE ANALYSIS: Please refer to the highest and best use section of the report..

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION

Representative Comparable Sales

	Subject	Comp. No.	Comp. No.	Comp. No.
Grantor	_____	_____	_____	_____
Grantee	_____	_____	_____	_____
Date	_____	_____	_____	_____
Unit Price	_____	_____	_____	_____
Relative Location	_____	_____	_____	_____
Conditions of Sale	_____	_____	_____	_____
Date of Sale	_____	_____	_____	_____
Location	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Indicated Unit Value	\$ _____	\$ _____	\$ _____	\$ _____

PLEASE REFER TO THE LAND VALUATION SECTION OF THE REPORT

Market Area Analysis

A market area can be a portion of a larger community in which there is a homogenous group of inhabitants, buildings, and business enterprises in which inhabitants have a more casual community interest and a similarity of economic levels or cultural backgrounds. Market area boundaries may consist of well-defined natural or man-made barriers or they can be more or less well defined such as by district change in land use. They may be devoted to such uses as residential, commercial, agricultural, or a mix of uses. Analysis of the market area in which a particular property is located is important due to the fact that the various economic, social, political, and physical forces which affect that market area also directly affect the individual properties within it.

Market Area and Property Characteristics

The subject area extends along and off of US Expressway 281 in southern Edinburg and into portions of the neighboring communities of Pharr and McAllen. Area boundaries extend west from Cesar Chavez Road, south from SH 107, north from FM 495, and east McColl Road. Within this area, US Expressway 281 or I-69C is one of the primary transportation arteries in Hidalgo County and carries correspondingly high traffic counts.

Commercial development in this area of Edinburg is concentrated along US Expressway 281 and SH 107 which are the two primary traffic arteries through the City. Along SH 107, or University Drive, the highest concentration of commercial development is noted for the area between US 281 and McColl Road. The University of Texas-RGV anchors the northern end of the area with the main campus located at SH 107 or University Drive and Sugar Road. Commercial development extends south from SH 107 along Business 281 and US 281 to the southern City Limits at Owassa Road. Recent development is noted at US 281 and Trenton Road where the Shoppes at Rio Grande Valley include a multi-anchors shopping center at the northwest corner of the intersection, 2 new car dealerships at the northeast corner, a proposed HEB grocery store at the southwest corner of the intersection and a US Customs and Border Patrol headquarters at US 281 and just south of Trenton Road.

Within the defined area, the highest population density is in the western section which has better access to City utility services. The primary population growth has been west and southwest for Edinburg with the boundaries between the communities of McAllen, Pharr and Edinburg and becoming less noticeable as development density increases.

Moving east from the more highly developed areas, population density decreases significantly as subdivisions transition from City sewer services to on-site septic systems and typical home sites increase to a minimum of half acre lots.

Demographic information is included for a 3 mile radius extending from the appraised property.

Population Trends

In the identified area, the current year population is 69,445. In 2010, the Census count in the area was 64,030. The rate of change since 2010 was 1.56% annually. The five-year projection for the population in the area is 75,892 representing a change of 1.79% annually from 2015 to 2020. Currently, the population is 48.2% male and 51.8% female. The median age is 29.8 years as compared to 37.9 years for the US, 34.3 for the State of Texas, and 28.8 for Hidalgo County.

Time Period	3 Mile Radius
2000 Population	45,198
2010 Population	64,030
2015 Population	69,445
2020 Population (projection)	75,892
2000-2010 Annual Rate	3.54%
2010-2015 Annual Rate	1.56%
2015-2020 Annual Rate	1.79%
2015 Male Population	48.2%
2015 Female Population	51.8%
2015 Median Age	29.8 years

Housing Trends

Currently, 60.4% of the 22,523 housing units in the area are owner occupied; 31.3%, renter occupied; and 8.4% are vacant. Currently, in the U.S., 55.7% of the housing units in the area are owner occupied; 32.8% are renter occupied; and 11.6% are vacant.

In 2010, there were 20,671 housing units in the area - 61.5% owner occupied, 29.8% renter occupied, and 8.7% vacant. The annual rate of change in housing units since 2010 is 3.89%.

Median home value in the area is \$131,177, compared to a median home value of \$200,006 for the U.S. In five years, median value is projected to change by 5.46% annually to \$171,113.

Employment

Total Businesses:	2,541
Total Employees:	31,907
Total residential population:	69,445
Employee/Residential Population ratio:	0.46 : 1.0

In the current year, the occupational distribution of the employed population is:

- 56.1 percent in service jobs
- 18.2 percent in retail trade
- 4.6 percent in finance, insurance, and real estate
- 6.4 percent in government
- 14.7 percent in agriculture, construction, manufacturing, transportation, communication, utility, wholesale trade, and other

Income Trends

Current median household income is \$45,554 in the area, compared to \$53,217 for all U.S. households. Median household income is projected to be \$53,418 in five years, compared to \$60,683 for all U.S. households.

Current average household income is \$61,990 in this area, compared to \$74,699 for all U.S. households. Average household income is projected to be \$70,536 in five years, compared to \$84,910 for all U.S. households.

Current per capita income is \$18,607 in the area, compared to the U.S. per capita income of \$28,597. The per capita income is projected to be \$21,226 in five years, compared to \$32,501 for all U.S. households

Household Income	Subject Area	Hidalgo County	Texas	United States
Median - Current	\$45,554	\$34,176	\$53,616	\$53,217
Average - Current	\$61,990	\$49,737	\$74,999	\$74,699
Per Capita - Current	\$18,607	\$14,107	\$26,940	\$28,597

HOUSEHOLDS BY POVERTY STATUS

	2009 - 2013 ACS Estimate	Percent	MOE(±)	Reliability
HOUSEHOLDS BY POVERTY STATUS				
Total	18,845	100.0%	620	
Income in the past 12 months below poverty level	4,095	21.7%	376	
Married-couple family	1,267	6.7%	225	
Other family - male householder (no wife present)	267	1.4%	83	
Other family - female householder (no husband present)	1,467	7.8%	238	
Nonfamily household - male householder	519	2.8%	162	
Nonfamily household - female householder	575	3.1%	122	
Income in the past 12 months at or above poverty level	14,751	78.3%	586	
Married-couple family	9,384	49.8%	531	
Other family - male householder (no wife present)	550	2.9%	151	
Other family - female householder (no husband present)	2,330	12.4%	315	
Nonfamily household - male householder	1,357	7.2%	202	
Nonfamily household - female householder	1,130	6.0%	198	

Population by Education

Educational attainment is reported for persons age 25 and older. This is the traditional age by which most people have completed their formal education, although a trend has developed in recent years for persons to return for schooling past age 25. Still, these figures provide a picture of the general educational level of the population. Educational attainment is usually associated with income.

The distribution of the educational attainment level of the population aged 25 years or older in the market area is estimated as follows:

Subject - 3 Mile Radius	2009 - 2013 ACS Estimate	Percent	MOE(±)	Reliability
POPULATION AGE 25+ YEARS BY EDUCATIONAL ATTAINMENT				
Total	37,275	100.0%	1,512	
No schooling completed	1,132	3.0%	234	
Nursery School	0	0.0%	0	
Kindergarten	0	0.0%	0	
1-4th Grade	1,448	3.9%	239	
5-8th Grade	3,413	9.2%	392	
Some High School	3,743	10.0%	413	
High School Diploma	7,405	19.9%	789	
GED	1,713	4.6%	314	
Some College	7,212	19.3%	649	
Associate's degree	2,023	5.4%	290	
Bachelor's degree	6,599	17.7%	517	
Master's degree	1,849	5.0%	289	
Professional school degree	376	1.0%	125	
Doctorate degree	361	1.0%	107	

The same profile for Hidalgo County indicates the following information:

HIDALGO COUNTY

POPULATION AGE 25+ YEARS BY EDUCATIONAL ATTAINMENT

Total	375,303	100.0%	179
No schooling completed	15,287	4.1%	796
Nursery to 4th grade	25,509	6.8%	1,190
5th and 6th grade	38,111	10.2%	1,426
7th and 8th grade	21,738	5.8%	1,185
9th grade	21,521	5.7%	1,151
10th grade	10,976	2.9%	863
11th grade	11,843	3.2%	852
12th grade, no diploma	7,107	1.9%	605
High school graduate, GED, or alternative	90,974	24.2%	1,939
Some college, less than 1 year	17,265	4.6%	976
Some college, 1 or more years, no degree	42,355	11.3%	1,523
Associate's degree	15,511	4.1%	921
Bachelor's degree	40,111	10.7%	1,463
Master's degree	10,880	2.9%	670
Professional school degree	4,405	1.2%	463
Doctorate degree	1,710	0.5%	260

Source: U.S. Census Bureau, 2005-2009 American
 Reliability: high mediu low

The two charts indicate that educational attainment was considerably higher in the subject market area than in Hidalgo County as a whole. As an example, the percentage of persons 25 years and older with a college or professional school degree in the subject market area was 30.1% as compared to 19.4% for the County as a whole. In the subject area 26.1% of the population over the age of 25 had less than a high school education. This compares to 40.5% for Hidalgo County and around 20% for the United States as a whole.

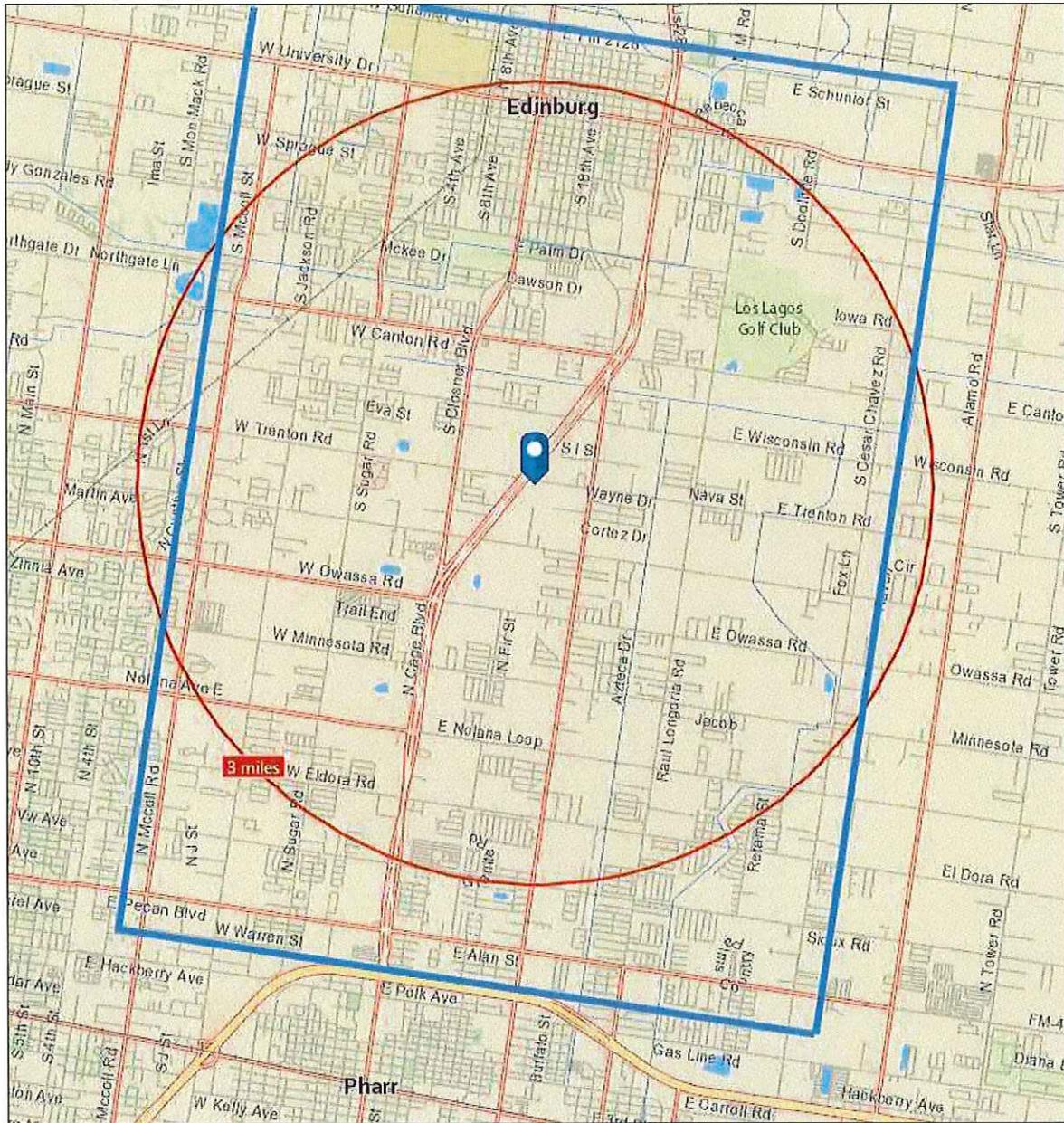
Market Area Conclusion

As development occurs within the urban areas, new subdivisions will be developed in areas where utilities have been extended. For this reason, much of the land that has not been developed within the market area will not be available for development within the near future. The amount of land developed within a given area will be determined by local supply and demand. To some extent, suitable land that has access to utilities is a commodity that will be developed at the lowest price to fulfill market demand.

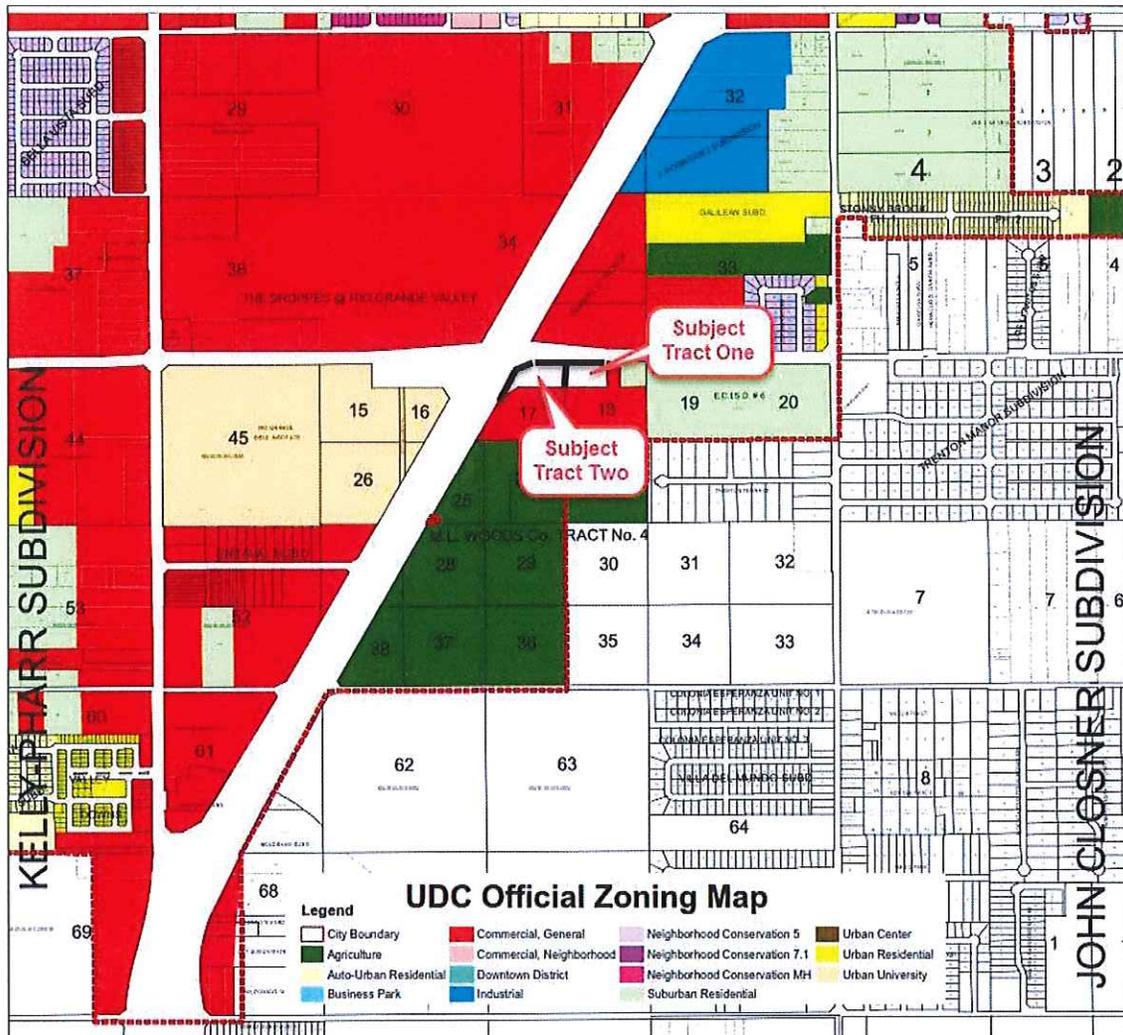
Within the immediate market area, increased development can be anticipated, especially for the areas with the best availability of utilities. The subject area reflects the demographic attributes of the Rio Grande Valley with higher income levels and higher educational attainment than Hidalgo County and the Valley as a whole. The Rio Grande Valley and Hidalgo County both fall below the State of Texas and the United States in terms of wage and income as well as and employment.

Continued growth and increased density of development is anticipated for the subject area. There is a large amount of land available for development. The rate of growth may be limited by the available infrastructure. Increased development density is anticipated as land is absorbed for residential use. As the residential population base expands in the area, additional commercial development can be anticipated to follow.

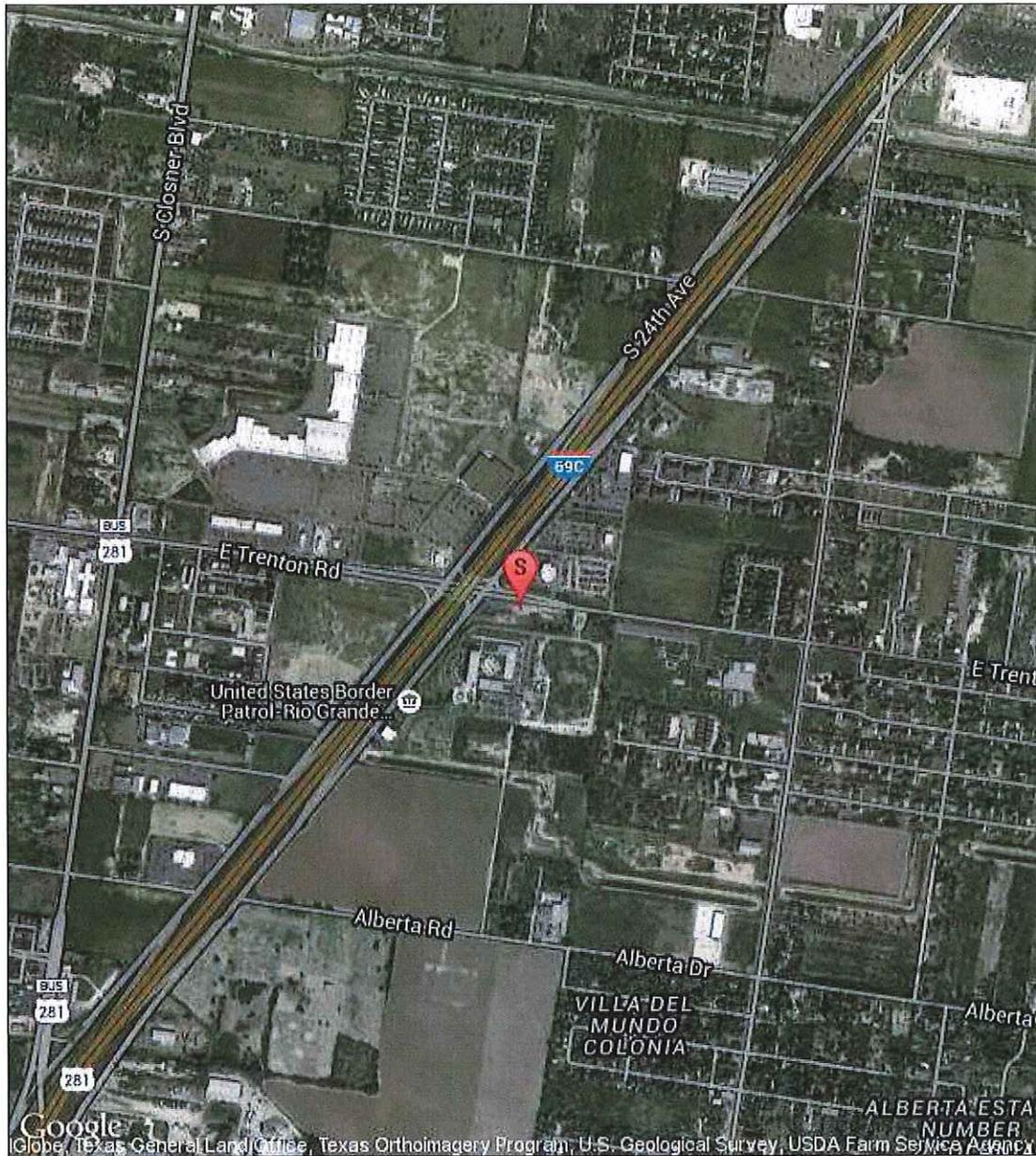
Location and Demographic Area Map – Demographic Area Outlined in Red, Market Area outlined in Blue – Subject identified by Blue arrow



Edinburg Zoning Map



Location Map – Parcel Tracts 1 & 2



SITE DESCRIPTION – WHOLE PROPERTY

Location:	The subject property is located along the southeast corner of US 281 and Trenton Road, Edinburg, Texas.
Current Use of the Property:	Surplus right of way for US 281.
Legal Description – Whole Property:	A 1.192 acre tract identified as Tract One and a 1.422 acre tract identified as Tract Two out of Blocks 17 and 18, M.L. Woods Company Tract No. 4, as recorded in Volume 5, Page 51, Map records Hidalgo County, Texas. The property is more particularly described in the survey and property descriptions included as an exhibit in this report.
Site Size:	Total: 2.6140 acres; 113,866 square feet Usable: 2.6140 acres; 113,866 square feet The survey identifies two tracts totaling 2.6140 acres. No easements are identified and the gross and useable land areas are the same.
Shape:	The site is irregular in shape and is composed of two non-contiguous tracts that are divided by a 40' right of way. The eastern tract which is identified as Tract One is 1.192 acres with 300.04' of frontage along Trenton Road and 159.59' along the west boundary which extends along the 40' right of way. The western tract is identified as Tract Two and is 1.422 acres with 338.49' (less clip corner) along Trenton Road and around 264' (less clip corner) along US 281. The combined land area is 2.614 acres with 264' of frontage along US 281 (less clip corner) and 638.6' of non-contiguous frontage along Trenton Road.
Frontage/Access:	The subject property has average access with frontage as follows: <ul style="list-style-type: none">• US 281; 264.00 feet• Trenton Road; 638.6 feet The site has an average depth of 159.50 feet. It is a corner lot.
Visibility:	Average
Topography:	The natural topography is near level. Portions of the property have been utilized for bulk storage of road materials and some of those materials remain on the site.

Soil Conditions: The soil conditions observed at the subject appear to be typical of the region and adequate to support development.

Utilities: Electricity: Electricity
Sewer: city sewer
Water: city water
The subject's utilities are typical and adequate for the market area. The property is within the City Limits of Edinburg and water and sewer service is extended to adjoining properties.

Flood Zone: The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood Zone B or X-500, which is not classified as a special flood hazard area.

FEMA Map Number: 4803380035E
FEMA Map Date: June 6, 2000

FEMA maps indicate the entire site is located in a Zone B or X-500 flood zone. This is not a special flood hazard area.

Wetlands/Watershed: No wetlands were observed during our site inspection.

Environmental Issues: There are no known adverse environmental conditions on the subject site. Please reference Limiting Conditions and Assumptions.

Encumbrance / Easements: No easements are identified on the property survey and non were observed during the site visit. Please reference Limiting Conditions and Assumptions.

Site Analysis & Comments Site utility is average and typical for the community. The appraised property includes a tract of land that is part of the right of way for US 281. It is considered to be surplus property and is appraised as a separate economic unit.

Assessment and Taxes

Tax information has been searched to determine current assessed value and tax rates from the County Appraisal District for 2015.

Taxing Authority City of Edinburg, Drainage District #1, Hidalgo County, South Texas College, Edinburg ISD, South Texas School District

Assessment Year 2015

Comments No tax account has been identified for the subject property. Properties owned by governmental or quasi-governmental entities are typically assessed subject to EX-XV exemptions. The exemption relates to property owned by this state or a political subdivision of this state that is exempt from taxation if the property is used for public purposes. The taxing entities and tax rate reflects information obtained for an adjoining property.

Real Estate Assessment and Taxes					
Tax ID	Land	Improvements	Total	Tax Rate	Taxes
No account Identified	\$0	\$0	\$0	\$2.79470	\$0

Zoning

LAND USE CONTROLS

Zoning Code	NA, Not currently zoned
Actual Density of Use	NA, unimproved, no building improvements
Current Use Legally Conforming	The subject is legal and conforming use.
Zoning Change Likely	As a severed tract and as a separate economic unit it is likely that the property will be zoned for General Commercial use.
Zoning Change Description	None known
Set Back Distance	Based on General commercial zoning the setback requirements include 25' for the front setback and 10' for the rear setback.
Side Yard Distance	Side yard setback requirements for General Commercial use are 8' to 10'.
Zoning Comments	If zoned for General Commercial use, the ordinance requires a minimum lot area of 10,000 to 20,000 square feet, minimum frontage of 50' and a maximum building height of 45' to 50' depending on the proposed use. Most commercial uses are either permitted uses or a possible use based on a limited use review or a special use review.

HIGHEST AND BEST USE

Highest and best use may be defined as the reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.²

Physically Possible: The appraised property offers approximately 2.6140 acres of land. The property has frontage, visibility, and exposure along US 281 and also along Trenton Road. The site is located in a Zone B or X-500 Flood Insurance Rate area. Zone B or X-500 is not a special flood hazard area and flood insurance is not required.

The natural topography is near level. Portions of the property have been utilized for bulk storage of road materials and some of those materials remain on the site. Tract shape is rectangular and the site offers sufficient size and shape for a variety of possible uses. Physically possible uses include single or multi-family use along with various commercial and light industrial uses. Development patterns in the area are for residential and institutional or municipal use.

Legally Permissible: The property is inside the City Limits but is not zoned. It is located in the City of Edinburg extra-territorial jurisdiction and the City will have jurisdiction regarding plat approval if the property were to be subdivided.

Financially Feasible: Financially feasible uses are limited to considerations that are both physically possible and legally permissible. The site is located in an area where land values have escalated beyond acceptable levels for most residential uses. US Expressway 281 (a/k/a US 69C) and Trenton Road both carry significant traffic volumes and provide convenient connections to most areas of Hidalgo County. The property is in the Edinburg City Limits. It is currently part of the right of way for US 281 and road right of way is not zoned by the city. Commercial use is the primary land use along US 281 and Trenton Road.

Maximally Productive: The maximally productive use for the site is that which develops the greatest sustainable value for the land. The property is in the Edinburg City Limits and City services have been extended to the property. The maximally productive use is for future commercial use.

Highest and Best Use of the Site

The highest and best use of the site, as vacant, is Commercial use: The appraised property is located along the intersection of US 281 and Trenton Road in Edinburg, Texas. City utility services are extended to the property but not connected. Topography is near level and the property is located in flood zone 'X-500' which is not a special flood hazard area. Since the property is currently part of the right of way for US 281 it is not currently zoned. Adjoining property is zoned for General Commercial use and a similar zoning can be anticipated for the subject. Highest and best use is for commercial use.

Highest and Best Use as Improved

Not applicable, the property is unimproved.

SURVEY DESCRIPTION –page 1 of 4

STATE OF TEXAS
TO
CITY OF EDINBURG
TRACT 1 – 1.192 ACRE TRACT
METES AND BOUNDS DESCRIPTION

STATE OF TEXAS
COUNTY OF HIDALGO

Being a 1.192 acre tract of land, being out of a 1.47 acre tract (Part 1) described in Deed from Robert S. Hensley, et ux, to the State of Texas by Deed dated February 16, 1972 and recorded in Volume 1317 Page 336 of the Deed Records of Hidalgo County, Texas;

Said 1.192 acre tract is part of Lot 17 of M. L. Woods Co. Tract 4, as shown on map recorded in Book 5, Page 51 of the Map Records of Hidalgo County, Texas;

Said 1.192 acre tract is comprised of a portion of the Antonio Velasco Porcion, Abstract 45 and is situated within the city limits of Edinburg, Texas, and is described by metes and bounds as follows:

Beginning at a 5/8" iron rod found at the south corner of said 1.47 acre tract (Part 1) and an interior corner of a 28.65 acre tract of land described in Act of Donation and Special Warranty Deed recorded in Document No. 1163407 of the Official Records of Hidalgo County, Texas; for the POINT OF BEGINNING and the south corner of this tract;

THENCE North 81° 27' 15" West along a northeast line of said 28.65 acre tract, the southwest line of said 1.47 acre tract (Part 1), and the southwest line of this tract, a distance of 320.02 feet to a point on the southeast right-of-way line of a 40-ft. Dedicated County Road (not open), as shown on map recorded in Volume 5, Page 51 of the Map and Plat Records of Hidalgo County, Texas; for the west corner of this tract;

THENCE North 09° 02' 03" East along the southeast right-of-way line of said 40-ft. Dedicated County Road (not open), the northwest line of said 1.47 acre tract (Part 1), and the northwest line of this tract, a distance of 159.39 feet to a point for the north corner of this tract.

THENCE South 81° 39' 41" East along the northeast line of this tract, a distance of 18.64 feet to a 60d nail set for an angle corner of this tract;

THENCE South 82° 37' 45" East continuing along the northeast line of this tract, a distance of 300.04 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 5988" set on the northerly northwest line of said 28.65 acre tract and the southeast line of said 1.47 acre tract (Part 1), for the east corner of this tract;

THENCE South 08° 31' 57" West along the northerly northwest line of said 28.65 acre tract, the southeast line of said 1.47 acre tract (Part 1), and the southeast line of this tract, a distance of 165.80 feet to the POINT OF BEGINNING, containing 1.192 acres of land, more or less, subject to all easement of record.

Bearings were determined from a GPS Survey, Texas Coordinate System of 1983, South Zone.

I, Jesse Fuentes, Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground this the 25th day of November, 2014.



A handwritten signature in black ink, appearing to read "J. Fuentes".

Registered Professional Land Surveyor
Texas Registration No. 5988

Notice: The Texas State Board of Professional Land Surveying regulates surveying in Texas. The Board is located at: Building 6, John 136, 12100 Park 35 Circle, Austin, Texas 78751 (512) 221-5163

METES AND BOUNDS DESCRIPTION – page 2 of 4

STATE OF TEXAS
TO
CITY OF EDINBURG
TRACT 2 – 1.422 ACRE TRACT
METES AND BOUNDS DESCRIPTION

STATE OF TEXAS
COUNTY OF HIDALGO

Being a 1.422 acre tract of land, being out of a 3.70 acre tract (Part 2) described in Deed from Robert S. Hensley, et ux, to the State of Texas by Deed dated February 16, 1973 and recorded in Volume 1317 Page 336 of the Deed Records of Hidalgo County, Texas;

Said 1.422 acre tract is part of Lot 18 of M. L. Woods Co. Tract 4, as shown on map recorded in Book 5, Page 51 of the Map Records of Hidalgo County, Texas;

Said 1.442 acre tract is comprised of a portion of the Antonio Velasco Porcion, Abstract 45 and is situated within the city limits of Edinburg, Texas, and is described by metes and bounds as follows:

Commencing at a ½" iron rod found at the southwest corner of said 3.70 acre tract (Part 2) and on the southeast right-of-way line of U. S. Highway 281 and at an angle corner of a 28.65 acre tract of land described in Act of Donation and Special Warranty Deed recorded in Document No. 1165407 of the Official Records of Hidalgo County, Texas;

THENCE North 68° 32' 25" East along the westerly southeast line of said 3.70 acre tract (Part 2) and a northwest line of said 28.65 acre tract, a distance of 40.35 feet to a 3/8" iron rod with surveyor's cap stamped "RPLS 3988" set for the POINT OF BEGINNING and the southwest corner of this tract;

THENCE North 38° 56' 59" East along the northwest line of this tract, a distance of 191.11 feet to a 60d nail set for an angle corner of this tract;

THENCE North 68° 32' 25" East continuing along the northwest line of this tract, a distance of 120.77 feet to a 60d nail set for an angle corner of this tract;

THENCE South 81° 39' 41" East along the northeast line of this tract, a distance of 272.19 feet to a point on the easterly southeast line of said 3.70 acre tract (Part 2), the northwest right-of-way line of a 40-ft. Dedicated County Road (not open), as shown on map recorded in Volume 5, Page 51 of the Map and Plat Records of Hidalgo County, Texas; for the east corner of this tract;

THENCE South 09° 02' 03" West along the northwest right-of-way line of said 40-ft. Dedicated County Road (not open), the easterly southeast line of said 3.70 acre tract (Part 2), and the easterly southeast line of this tract, a distance of 159.44 feet to a point at the south corner of said 3.70 acre tract (Part 1) and on a northeast line of said 28.65 acre tract, for the south corner of this tract;

THENCE North 81° 27' 15" West along a northeast line of said 28.65 acre tract, the southwest line of said 3.70 acre tract (Part 1), and the southwest line of this tract, a distance of 336.51 feet to a ½" iron rod found at an angle corner of said 28.65 acre tract and an angle corner of said 3.70 acre tract (Part 1), for an angle corner of this tract;

THENCE South 68° 32' 25" West along a northwest line of said 28.65 acre tract, a southeast line of said 3.70 acre tract (Part 2), and the westerly southeast line of this tract, a distance of 133.52 feet to the POINT OF BEGINNING, containing 1.422 acres of land, more or less, subject to all easement of record.

Bearings were determined from a GPS Survey, Texas Coordinate System of 1983, South Zone.

I, Jesse Fuentes, Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground this the 25th day of November, 2014.



A handwritten signature in black ink, appearing to read "J. Fuentes", written in a cursive style.

Registered Professional Land Surveyor
Texas Registration No. 5988

Notice: The Texas State Board of Professional Land Surveying regulates surveying in Texas. The Board is located at: Building A, Suite 154, 12100 Park 28 Circle, Austin, Texas 78753 (512) 231-6267

VALUATION SECTION

SITE VALUATION – SALES COMPARISON APPROACH

In site valuation, the Sales Comparison Method of valuation is preferred. This method calls for the comparing, weighing and relating of known land sales with the site under appraisal. Elements of comparison include property rights conveyed, financing terms, conditions of sale, date of sale, location, and physical characteristics as needed.

In the sales comparison approach, a direct comparison method of valuation will be utilized. The direct comparison will rely on abstraction or allocation of individual adjustments to reconcile differences between the appraised property and the comparable sales. Each comparable will be adjusted for location and various physical conditions and an adjusted value developed for comparison with the subject.

The following represents a presentation and discussion of data and resultant value conclusion for the property.

Land Comparables

I have researched four comparable sales for this analysis; these are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected and verified by a party to the transaction. The comparable sales are summarized on the following pages.

Comparable	Address	Date	Current Use	Depth
Comparable	City	Price	Price per Land SF	Acres
1	Trenton Road, W/Sugar Road Edinburg	5/20/14 \$562,500	Vacant \$10.51	290 1.229
2	121 Trenton Rd Edinburg	12/13/13 \$1,488,009	Vacant \$15.50	261 2.24
3	Business 83 & Ware Road (SEC) McAllen	1/8/15 \$1,333,299	Unimproved \$16.55	332 1.85
4	Trenton Road E/US 281 Edinburg	9/13/13 \$1,029,776	Vacant \$958,320.00	220 1.0745

Land Analysis Grid		Comp 1		Comp 2		Comp 3		Comp 4	
Address	SEC US 281 and Trenton Road	Trenton Road, W/Sugar Road		121 Trenton Rd		Business 83 & Ware Road (SEC)		Trenton Road E/US 281	
City	Edinburg	Edinburg		Edinburg		McAllen		Edinburg	
State	Texas	Texas		Texas		Texas		Texas	
Date	7/29/2014	5/20/2014		12/13/2013		1/8/2015		9/13/2013	
Price	\$0	\$562,500		\$1,488,009		\$1,333,299		\$1,029,776	
Land SF	113,866	53,535.00		95,998.00		80,586.00		46,808.00	
Land SF Unit Price	\$0.00	\$10.51		\$15.50		\$16.55		\$22.00	
Transaction Adjustments									
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Conventional	Bank	0.0%	Bank	0.0%	Cash	0.0%	Cash	0.0%
Conditions of Sale	Arm's Length	Normal	0.0%	Normal	0.0%	Normal	0.0%	Normal	0.0%
Expenditures After Sale		\$0.00		\$0.00		\$0.00		\$0.00	
Adjusted Land SF Unit Price		\$10.51		\$15.50		\$16.55		\$22.00	
Market Trends Through	7/29/14	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Land SF Unit Price		\$10.51		\$15.50		\$16.55		\$22.00	
Location	Good	Subject is Superior		Subject is Similar		Subject is Inferior		Subject is Inferior	
% Adjustment		20%		0%		-10%		-20%	
\$ Adjustment		\$2.10		\$0.00		-\$1.65		-\$4.40	
Acres	2.614	1.23		2.24		1.85		1.07	
% Adjustment		0%		0%		0%		0%	
\$ Adjustment		\$0.00		\$0.00		\$0.00		\$0.00	
Encumbrance or Easement	No known adverse	Easements		Gas line 5%		Access esmt 10%		No adverse	
% Adjustment		0%		5%		10%		0%	
\$ Adjustment		\$0.00		\$0.78		\$1.65		\$0.00	
Shape	Irregular	Rectangular		Rectangular		Rectangular		Slightly Irregular	
% Adjustment		-10%		-10%		-10%		-10%	
\$ Adjustment		-\$1.05		-\$1.55		-\$1.65		-\$2.20	
Depth	159.5	290		260.7		332		219.98	
% Adjustment		0%		0%		0%		0%	
\$ Adjustment		\$0.00		\$0.00		\$0.00		\$0.00	
Flood Zone	Zone B or X-500	Zone X500		X500		Zone C		X500	
% Adjustment		0%		0%		0%		0%	
\$ Adjustment		\$0.00		\$0.00		\$0.00		\$0.00	
Adjusted Land SF Unit Price		\$11.56		\$14.73		\$14.89		\$15.40	
Net Adjustments		10.0%		-5.0%		-10.0%		-30.0%	
Gross Adjustments		30.0%		15.0%		30.0%		30.0%	

COMPARABLE DATA SUPPLEMENT

District: Pharr District
County: Hidalgo

Parcel No.: Tracts 1 & 2
ROW CSJ: 0255-08-103

Highway: US 281

Land Sale 1

Improved Sale

Rental Data

**COMPARABLE DATA SUPPLEMENT FOR LAND SALE #1
ADDITIONAL DETAILS ON THE FOLLOWING PAGE**

Grantor/Lessor:

Grantee/Lessee:

Date:

Recording Information:

Key Map:

Address:

Zip Code:

Legal Description:

Confirmed Price \$:

Verified with:

Terms and Conditions of Sale:

Rental Data:

Land Size:

Unit Price as Vacant \$:

Type Street:

Utilities:

Improvement(s) Description:

Improvement(s) Size: (GBA) (NRA)

Unit Price as Improved \$:

Condition and Functional Design:

Current Use:

Highest & Best Use:

Date of Inspection: October 05, 2012

Zoning:

Flood Plain:

Attach additional information as necessary.

Appraiser: John H. Malcom, Jr, MAI, CCIM, SR/WA
(Typed, not signed)

July 20, 2015
Date

COMPARABLE DATA SUPPLEMENT - Land Comparable 1



Transaction			
Grantor	Solida Administradora de Portafolios, S.A. DE C.V.	Grantee	B.G.S. Naraindas, INC., A Texas Corporation
Date	May 20, 2014	Document No.	2517155
Address	Trenton Road, W/Sugar Road	City	Edinburg
State	Texas	Zip	78539
Tax ID	C-7884-00-000-0003-00	Conditions of Sale	Normal
Price	\$562,500	Financing	Bank
Days on Market	388	Property Rights	Fee Simple
Legal Description	Lot 3, Concord Plaza Subdivision, an addition to the City of Edinburg, Hidalgo County, Texas, according to map thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas		
ID		Verification Source	Broker
Site			
Acres	1.2	Price per Acre	\$457,691
Land SF	53,535	Price per Land SF	\$10.51
Topography	Level	Zoning Type	General commercial
Shape	Rectangular	Flood Zone	Zone X500
Utilities	Water, sewer, electric	Encumbrance or Easement	Easements
Tax ID	C-7884-00-000-0003-00	Comp Entered By	JJM & JM

Notes

The sale is located on the north side of Trenton Road about 390' west of Sugar Rd., Edinburg. Financing was by a \$393,750 note to Lone Star National Bank. Easements include: 30' share of a 60' common access easement on the west; 20' utility on the north; 26.21' Hidalgo County Irrigation District #2 along the frontage and a 15' utility along the north side of the HCID #2 easement. The access drive on the west side of the property reduces the usable area by 30' or approximately 14% of the total site. The unit value is calculated based on the usable land area after deducting the common access easement. The gross land area is 65,250 square feet and the land area net the common access drive is estimated at 53,535 square feet. The notes for the subdivision plat identifies a common access easement that will permit access across this lot for two adjoining lots to the east. It was purchased as a location for a car wash.

COMPARABLE DATA SUPPLEMENT

District: Pharr District
County: Hidalgo

Parcel No.: Tracts 1 & 2
ROW CSJ: 0255-08-103

Highway: US 281

Land Sale 2

Improved Sale

Rental Data

**COMPARABLE DATA SUPPLEMENT FOR LAND SALE #2
ADDITIONAL DETAILS ON THE FOLLOWING PAGE**

Grantor/Lessor:

Grantee/Lessee:

Date:

Recording Information:

Key Map:

Address:

Zip Code:

Legal Description:

Confirmed Price \$:

Verified with:

Terms and Conditions of Sale:

Rental Data:

Land Size:

Unit Price as Vacant \$:

Type Street:

Utilities:

Improvement(s) Description:

Improvement(s) Size: (GBA) (NRA)

Unit Price as Improved \$:

Condition and Functional Design:

Current Use:

Highest & Best Use:

Date of Inspection: October 05, 2012

Zoning:

Flood Plain:

Attach additional information as necessary.

Appraiser: John H. Malcom, Jr, MAI, CCIM, SR/WA
(Typed, not signed)

July 20, 2015
Date

Land Comparable 2



Transaction

Grantor	Arnoldo Gonzalez Jr., Jorge Alberto Gonzalez, and Elma Edna Lorenzana,	Grantee	Grupo Martre, LTD. a Texas Limited Partnership
Date	December 13, 2013	Document No.	2474082
Address	121 Trenton Rd	City	Edinburg
State	Texas	Zip	78539
Tax ID	K2400-00-000-036-02	Conditions of Sale	Normal
Price	\$1,488,009	Financing	Bank
Days on Market	229	Property Rights	Fee Simple
Legal Description	The East 2.79 acres of the West 5.0 acres of the South 10 acres of Lot 36, Kelly-Pharr Subdivision, Hidalgo County, Texas, according to the map recorded in Volume 3, Page 133-134, Deed Records, in the office of the County Clerk of Hidalgo County, Texas,. SAVE AND EXCEPT a 0.550 acre tract of land previously conveyed by Arnoldo Gonzalez and Maria De La Luz Gonzalez unto the City of Edinburg by Warranty Deed dated April 19, 1999, filed May 5, 1999 under Document Number 771148, Official Records of Hidalgo County, Texas		
ID	1280	Verification Source	Broker- Daniel Galvan

Site

Acres	2.2	Price per Acre	\$675,201
Land SF	95,998	Price per Land SF	\$15.50
Topography	Level	Zoning Type	Commercial
Shape	Rectangular	Flood Zone	X500
Utilities	Full city	Encumbrance or Easement	Gas line 5%
Tax ID	K2400-00-000-036-02	Comp Entered By	JJM and AWM

Notes

The sale is located on the north side of Trenton Road about 0.10 mile east of Closner Boulevard, Edinburg. Financing was by a \$2,500,000 loan from International Bank of Commerce. A 20' wide natural gas pipeline easement runs E/W 15' inside the north boundary. The easement is located in an area normally reserved for parking and impacts the property to an extent of approximately 5%. the encumbered area is 7.7% of the total land area. The listing/selling broker said that the purchaser has a background of fashion design and that he talked of doing that and having additional retail space.

COMPARABLE DATA SUPPLEMENT

District: Pharr District
County: Hidalgo

Parcel No.: Tracts 1 & 2
ROW CSJ: 0255-08-103

Highway: US 281

Land Sale 3

Improved Sale

Rental Data

**COMPARABLE DATA SUPPLEMENT FOR LAND SALE #3
ADDITIONAL DETAILS ON THE FOLLOWING PAGE**

Grantor/Lessor:

Grantee/Lessee:

Date:

Recording Information:

Key Map:

Address:

Zip Code:

Legal Description:

Confirmed Price \$:

Verified with:

Terms and Conditions of Sale:

Rental Data:

Land Size:

Unit Price as Vacant \$:

Type Street:

Utilities:

Improvement(s) Description:

Improvement(s) Size: (GBA) (NRA)

Unit Price as Improved \$:

Condition and Functional Design:

Current Use:

Highest & Best Use:

Date of Inspection: October 05, 2012

Zoning:

Flood Plain:

Attach additional information as necessary.

Appraiser: John H. Malcom, Jr, MAI, CCIM, SR/WA
(Typed, not signed)

July 20, 2015
Date

Land Comparable 3



Transaction

Grantor	Solloa Kuri Investments, LLC	Grantee	Stripes, LLC
Date	January 8, 2015	Document No.	2015-2577774
Address	Business 83 & Ware Road	City	McAllen
State	Texas	Zip	78501
Tax ID	C5357-01-000-0001-00	Conditions of Sale	Normal
Price	\$1,333,299	Financing	Cash
Days on Market	unknown	Property Rights	Fee Simple
Legal Description	Lot 1, City Center Subdivision Phase I, an addition to the City of McAllen, Hidalgo County, Texas, as per map or plat under Clerk's file No. 2570362, Official Records and Map records of Hidalgo County, Texas.		
ID	1299	Verification Source	Read from settlement statement

Site

Acres	1.9	Price per Acre	\$180,162
Land SF	80,586	Price per Land SF	\$16.55
Topography	Near level	Zoning Type	
Shape	Rectangular	Flood Zone	Zone C
Utilities	Water, sewer, electric	Encumbrance or Easement	Access esmt 10%
Tax ID	C5357-01-000-0001-00	Comp Entered By	JM

Notes

this property is located along the southeast corner of Business Highway 83 and Ware Road in McAllen. The subdivision plat identifies dedications for additional road right of way for Ware Road and Business Highway 83. After road dedication, the land area is identified at 1.85 acres. This includes 15' of a 30' access easement along the east boundary and 15' and more of an access easement along the south boundary. The portion of the easement on this property is estimated at 0.225 acres and the impact of the easement is estimated at 10%. The easement will provide access to Business Highway 83 and Ware Road for other property that will be subdivided out of adjoining property on the south and east. Dimensions include 250.21' along Business Highway 83 and 332.44' along Ware Road, less a clip corner at the intersection.

COMPARABLE DATA SUPPLEMENT

District: Pharr District
County: Hidalgo

Parcel No.: Tracts 1 & 2
ROW CSJ: 0255-08-103

Highway: US 281

Land Sale 4

Improved Sale

Rental Data

**COMPARABLE DATA SUPPLEMENT FOR LAND SALE #4
ADDITIONAL DETAILS ON THE FOLLOWING PAGE**

Grantor/Lessor:

Grantee/Lessee:

Date:

Recording Information:

Key Map:

Address:

Zip Code:

Legal Description:

Confirmed Price \$:

Verified with:

Terms and Conditions of Sale:

Rental Data:

Land Size:

Unit Price as Vacant \$:

Type Street:

Utilities:

Improvement(s) Description:

Improvement(s) Size: (GBA) (NRA)

Unit Price as Improved \$:

Condition and Functional Design:

Current Use:

Highest & Best Use:

Date of Inspection: October 05, 2012

Zoning:

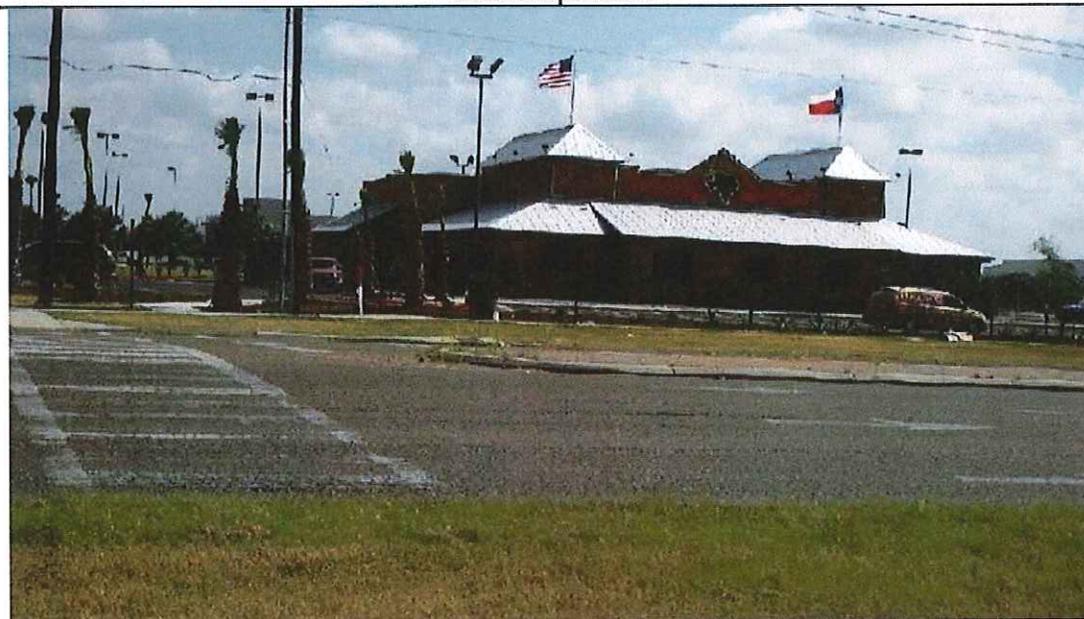
Flood Plain:

Attach additional information as necessary.

Appraiser: John H. Malcom, Jr, MAI, CCIM, SR/WA
(Typed, not signed)

July 20, 2015
Date

Land Comparable 4



Transaction

Grantor	FDIC as receiver for First National Bank Edinburg	Grantee	The Shoppes at Rio Grande Valley
Date	September 13, 2013	Document No.	2565474
Address	Trenton Road E/US 281	City	Edinburg
State	Texas	Zip	78539
Tax ID	T3663-01-000-0002-00	Conditions of Sale	Normal
Price	\$1,029,776	Financing	Cash
Days on Market	596	Property Rights	Fee Simple
Legal Description	Lot Two (2), Amended Plat of the Shoppes at Rio Grande Valley subdivision Phase 1, an addition to the City of Edinburg, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 55, Page 74, Map Records, Hidalgo County, Texas.		
ID	1282	Verification Source	Cited in Deed

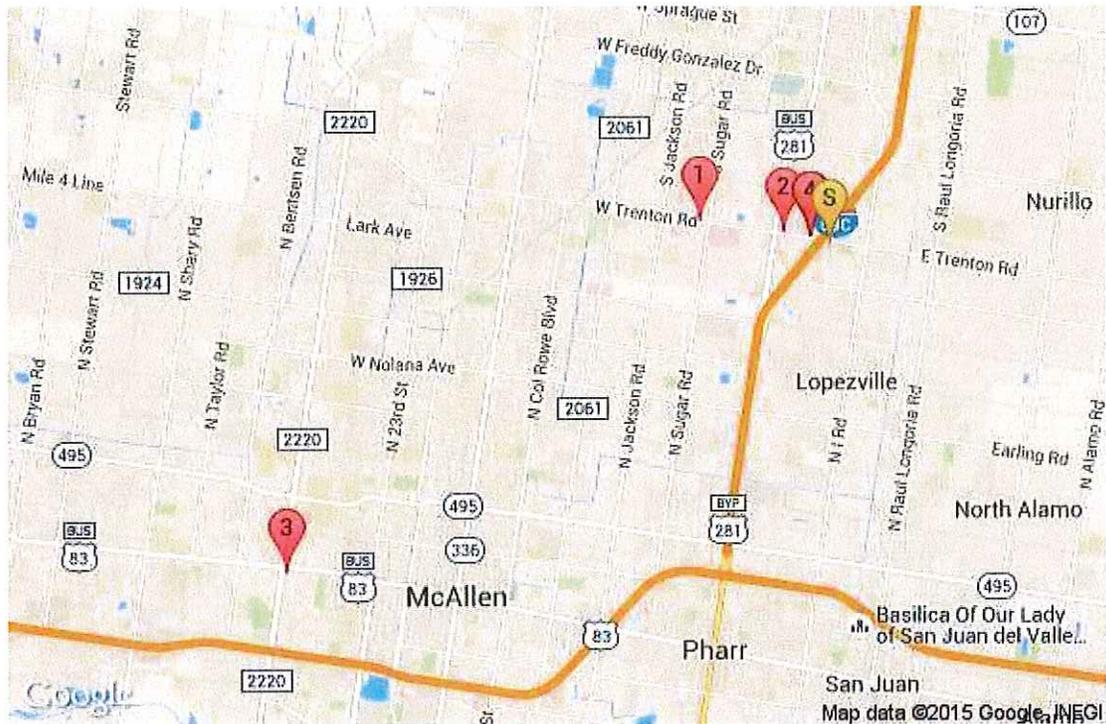
Site

Acres	1.1	Price per Acre	\$22
Land SF	46,808	Price per Land SF	\$958,320.00
Topography	Level	Zoning Type	
Shape	Slightly Irregular	Flood Zone	X500
Utilities	Full city	Encumbrance or Easement	No adverse
Tax ID	T3663-01-000-0002-00	Comp Entered By	John J Malcom

Notes

The sale is located on the north side of Trenton Road about .09 mile west of US Expressway 281, in the Shoppes of Edinburg shopping mall, Edinburg. Dimensions are: North - 171.47'; south - 207.0'; East - 219.98' and West - 201.01'. The property is located at a signalized intersection at one of the primary entrances into the development. It was purchased to construct a Texas Roadhouse restaurant. The development is anchored by JCPenney's, Burlington Coat Factory and Academy. Additional tenants include Big Lots, TJ Maxx, Ross, Burkes Outlet, Party City, Lane Bryant, Melrose, Carter's, Petco, GNC, and Dollar Tree. Pad sites include Starbucks, IHOP, Taco Palenque, Popeye's, and McDonalds.

Comparable Sales Map



Analysis Grid

The above sales have been analyzed and compared with the subject property. I have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

On the following page is a discussion of the comparable sales and the adjustments applied.

Explanation of Adjustments with Reconciliation:

Property Rights

All comparable sales were conveyed based on a fee simple estate subject to conventional existing easements. No adjustment is required for property rights conveyed.

Financing

The comparable sales include 2 cash sales and 2 sales with bank financing. No adjustment is required for financing.

Conditions of Sale

All sales are arm's length, third party transactions. No adjustment for condition of sale is utilized. The appraiser notes that land sale #1 was conveyed by a financial institution and, as a result, some potential exists for adverse conditions of sale. The marketing time was just over 12 months and the unit value is at the low end of the range. The potential for some adverse conditions of sale will be considered in the reconciliation and selection of the final value. No adjustment is included for conditions of sale.

Land sale #4 was also sold by a financial institution. It occupies a strategic location since it is a signalized intersection and the main entrance into the development. This comparable sold at the top of the value range and in line with other high value properties in the market. No adjustment is included for conditions of sale.

Economic Trends

The comparable land sales were conveyed between September, 2013 and January, 2015. The date of the current appraisal is July, 2014 and the comparable sales precede the date of appraisal from 6 months to 21 months. Even though sales volume has increased over the past 2 years, no adjustment is included due to a lack of comparable data to support a change in direction for market conditions.

Location

The appraised property includes a corner location at the southeast intersection of US 281 and Trenton Road. It is an urban area with extensive development in three quadrants of the intersection. Existing development includes the Border Patrol facility immediately south of the subject, 2 car dealerships immediately north across Trenton Road, the Shoppes at the Rio Grande Valley at the northwest corner of the intersection and an unimproved tract that is planned for a new HEB grocery store at the southwest corner.

Land sale 1 is located at the far east end of Concord Plaza Subdivision with no adjoining developed lots. Although it is a corner site, the secondary road is a shared access road rather than a dedicated road or an entry into a larger development. The appraised property is superior for location and sale #1 is adjusted upward.

Land sale 2 is located along the north side of Trenton Road between Business 281 and US 281. It adjoins Trenton Park Plaza Subdivision which is bordered on the north and east by The Shoppes at Rio Grande Valley. The appraised property is similar for location.

Land sale 3 is located along the southeast corner of Ware Road and Business Highway 83 near the McAllen Convention Center and Palms Crossing development. It has extensive frontage on both Ware Road and Business Highway 83 and the appraised property is inferior for location.

Land sale #4 is located along the main entry into The Shoppes at Rio Grande Valley which is one of the primary entrances into the development. The appraised property is inferior for location and land sale #4 is adjusted downward in the comparison grid.

Size

The appraised property includes two tracts of land that total 2.614 acres. The comparable sales range in size from 1.07 acres to 2.24 acres. In many instances, commercial lots require an adjustment for differences in size. In this instance, the adjustment does not appear to be relevant and no adjustment is included for differences in size.

Physical Characteristics

The remaining adjustments to consider under physical characteristics include the elements of Easements, shape and flood zone.

The appraised property has no known adverse easements. Land sale #1 and an access easement that is shared with an adjoining property. The access easement has been netted out of the gross land area and no adjustment is required for land sale #1. Land sale #2 is encumbered by a gas line easement that impacts the property to the extent of 5% and land sale #2 is adjusted upward by this amount. Land sale #3 is encumbered by various access easements with one easement shared with an adjoining property and one easement contained completely within the comparable. The impact of the easement is estimated at 10% and land sale #3 is adjusted upward by this amount. Land sale #4 has no known adverse easements and no adjustment is included for this element of comparison.

The appraised property is irregular in shape and includes two tracts that are separated by a dedicated 40' wide right of way. Each of the comparable sales are individual tracts and the appraised property is inferior for this characteristic. Each of the comparable sales is adjusted downward in the comparison grid.

Topography or Flood Zone

The appraised property is not located in a special flood hazard area and the comparable sales are not located in a special flood hazard area. The appraised property and comparable sales are similar with no adjustment required.

Sales Comparison Approach Conclusion – Land Valuation

The adjusted values of the comparable properties range from \$11.56 to \$15.40; the average is \$14.14. All of the value indications have been considered in arriving at my final reconciled per square foot value of \$15.00. Although all of the sales have been considered, less consideration is accorded land sale #1 which has some potential for adverse conditions of sale and does indeed appear to have sold below the prevailing land value along Trenton Road. The market value for the property is calculated in the following table.

As Is Market Value – Whole Property	
Indicated Value per Square Foot:	\$15.00
Subject Size:	113,866.00 acre
Indicated Value:	\$1,707,990
Rounded:	\$1,700,000
One Million Seven Hundred Thousand Dollars and Zero Cents	

The final value for the subject site is \$1,700,000.

ESTIMATED VALUE OF ACQUISITION

Land/Improvements	Land Area	Acres/ Sq.ft.	Price/ Unit	Land Value	Totals
Land in Fee	113,866		\$15.00	\$1,707,990	
	.00				
Land in Easement			\$0	\$0	
	-				
Total Land					\$1,707,990
					90
Site Improvements	#/Units	\$/Unit	Cost New	Depreciation	Depreciated Value
NA, no site improvements	--	--	\$0	0%	\$0
NA	--	--	\$0	0%	\$0
NA	--	--	\$0	0%	\$0
NA	--	--	\$0	0%	\$0
NA	--	--	\$0	0%	\$0
--	--	--	\$0	0%	\$0
--	--	--	\$0	0%	\$0
--	--	--	\$0	0%	\$0
--	--	--	\$0	0%	\$0
--	--	--	\$0	0%	\$0
Improvement Value					\$0
Value as a Unit					\$1,707,990
					90
Cost to Cure (if any)					\$0
Estimated Compensation					\$1,707,990
					90
TOTAL ESTIMATED VALUE					\$1,707,990
Cost to Cure Damages					\$0
Estimated Total Compensation					\$1,707,990
Rounded To					\$1,700,000

Certification Statement

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective future interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- I certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- The appraiser has not performed any prior services regarding the subject within the previous three years of the appraisal date.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- As of the date of this report, John H. Malcom, Jr., has completed the continuing education program of the Appraisal Institute.
- John H. Malcom, Jr. has made an inspection of the subject property.

A handwritten signature in blue ink, appearing to read "John H. Malcom, Jr.", written in a cursive style.

John H. Malcom, Jr., MAI, CCIM, SR/WA
TX-1320239-G

ADDENDA

DEFINITIONS

Market Value:² The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.³

A **Fee Simple** estate is defined² as: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Marketing Time is defined² as: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal.

Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal.

² Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 5th ed. (Chicago: Appraisal Institute, 2010).

³ A current economic definition agreed upon by federal financial institutions in the United States of America. As promulgated by the Appraisal Standards Board of "The Appraisal Foundation" effective April 20, 1990.

Exposure Time is defined² as:

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

As Is Market Value: The estimate of the market value of the real property in its current physical condition, use and zoning as of the appraisal date.²

LIMITING CONDITIONS AND ASSUMPTIONS

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Professional Appraisal Services, Inc.. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) Professional Appraisal Services, Inc.'s regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

Americans with Disabilities Act (ADA) of 1990

A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. Professional Appraisal Services, Inc. has not made a determination regarding the subject's ADA compliance or non-compliance. **Non-compliance could have a negative impact on value, however this has not been considered or analyzed in this appraisal.**

The appraisal of the Whole Property considered all factors willing, knowledgeable buyers and sellers would consider in negotiating the purchase price of the property except the influence of the proposed utility project. This exception was made under the Jurisdictional Exception provision of the Uniform Standards of Professional Appraisal Practice.

The appraisal of the Remainder considered all factors willing, knowledgeable buyers and sellers would consider in negotiating the purchase price of the property including the use to which the part taken is to be put and the effects of the condemnation but excluded the effects of all non-compensable elements.

MEMORANDUM

DATE: August 18, 2016
TO: Mr. Ascencion Alonzo, Finance Director
FROM: Arturo Martinez, Director of Utilities *AM*
SUBJECT: Appropriation of Funds

We are requesting to appropriate funds for the following accounts, for the Utilities Department.

<u>Account #</u>	<u>Amount</u>	<u>Reason</u>
02-5726-04950-00	\$60,002.00	Emergency purchase of an 8" Silent Dri-Primed Pump that was used to maintain water levels during peak demand.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
FEBRUARY 15, 2016

Consider Awarding Bid No. 2016-64, Construction of the Police Department Training Facility to Candela Organization, LLC, for their Base Bid of \$1,028,400 and Authorize the City Manager to Enter into an Agreement Relating Thereto. [David White, Chief of Police]

STAFF COMMENTS AND RECOMMENDATION:

The City solicited bids from qualified vendors for the construction of the New Edinburg Police Department Training Facility at the E.E. Sanders Firemen's Training Park.

On Monday, February 01, 2016, nine (9) bids were received and opened for Bid No. 2016-64, Construction of the Police Department Training Facility. After review and tabulation of bids, Candela Organization, LLC, was the lowest bidder meeting specifications as per their base bid of \$1,028,400.

Staff has verified that no monies are owed to the City of Edinburg by Candela Organization, LLC. Candela Organization, LLC. has previously completed projects successfully for the City. Funding in the amount of \$600,000 is available within the TCSA Fund and the difference of \$428,400 is available from the Combination Tax & Revenue Certificates of Obligation, Series 2015A bond issuance.

After notice to proceed, the contractor will have 151 calendar days to complete the project.

RECOMMENDATION:

Approve Awarding Bid No. 2016-64, Construction of the Police Department Training Facility to Candela Organization, LLC, for their Base Bid of \$1,028,400.00 and Authorize the City Manager to Enter into an Agreement Relating Thereto.

REVIEWED BY:

PREPARED BY:

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

/s/ David White
David White
Chief of Police

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Councilmember

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Mayor Pro-Tem

David Torres
Councilmember

BID RECOMMENDATION FORM

Title: Edinburg Police Department Training Facility
 Bid No.: 2016-64
 Date Opened: 02/01/16 @ 3:00 PM

ITEMS	QUANTITY	DESCRIPTION OF GOODS OR SERVICES DEPARTMENT	5 STAR CONSTRUCTION		AFC BUILDERS, LLC		CANDELA ORGANIZATION, LLC		CELSO GONZALEZ CONSTRUCTION, INC.	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	1 LS	Training Facility Building	\$1,389,000.00	\$1,389,000.00	\$1,443,549.00	\$1,443,549.00	\$1,028,400.00	\$1,028,400.00	\$1,198,800.00	\$1,198,800.00
SUBTOTAL										
NET TOTAL										
WARRANTY										
DELIVERY										
			151 DAYS		151 DAYS		151 DAYS		151 DAYS	

RECOMMENDATION:

Award: Bid #2016-64, Edinburg Police Department Training Facility to Candela Organization, LLC. for there base bid in the amount of \$1,028,400.00.

Department: Public Works / Airport
 Budgeted Amount Available: \$1,445,000.00
 Additional Funds Required: \$0.00
 Prepared By: Tom Reyna

DISCLAIMER:

The above bid recommendation is made by Department Directors and the final award is subject to City Council approval.

BID RECOMMENDATION FORM

Title: Edinburg Police Department Training Facility
 Bid No.: 2016-64
 Date Opened: 02/01/16 @ 3:00 PM

ITEMS	QUANTITY	DESCRIPTION OF GOODS OR SERVICES DEPARTMENT	GONZALEZ DE LA GARZA & ASSOCIATES, LLC		HOLCHEMONT, LTD.		JCON COMMERCIAL CONSTRUCTION & MANAGEMENT		RIGNEY CONSTRUCTION & DEV., LLC	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	1 LS	Training Facility Building	\$1,399,900.00	\$1,399,900.00	\$1,237,000.00	\$1,237,000.00	\$1,250,000.00	\$1,250,000.00	\$1,260,000.00	\$1,260,000.00
SUBTOTAL										
NET TOTAL										
WARRANTY										
DELIVERY										
			151 DAYS		151 DAYS		151 DAYS		151 DAYS	

RECOMMENDATION:

Award: Bid #2016-64, Edinburg Police Department Training Facility to Candela Organization, LLC. for there base bid in the amount of \$1,028,400.00.

Department: Public Works / Airport
 Budgeted Amount Available: \$1,445,000.00
 Additional Funds Required: \$0.00
 Prepared By: Tom Reyna

DISCLAIMER:

The above bid recommendation is made by Department Directors and the final award is subject to City Council approval.

BID RECOMMENDATION FORM

Title: Edinburg Police Department Training Facility
 Bid No.: 2016-64
 Date Opened: 02/01/16 @ 3:00 PM

ITEMS	QUANTITY	DESCRIPTION OF GOODS OR SERVICES DEPARTMENT	ZIWA LIFELONG CUSTOMER COMMITMENT		UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE						
1	1 LS	Training Facility Building	\$1,490,000.00	\$1,490,000.00						
SUBTOTAL										
NET TOTAL										
WARRANTY										
DELIVERY										
			151 DAYS		151 DAYS		151 DAYS		151 DAYS	

RECOMMENDATION:
 Award: Bid #2016-64, Edinburg Police Department Training Facility to Candela Organization, LLC. for there base bid in the amount of \$1,028,400.00.

Department: Public Works / Airport
 Budgeted Amount Available: \$1,445,000.00
 Additional Funds Required: \$0.00
 Prepared By: Tom Reyna

DISCLAIMER:
 The above bid recommendation is made by Department Directors and the final award is subject to City Council approval.



NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time, on Monday, January 18, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2016-64 CONSTRUCTION OF THE POLICE DEPARTMENT TRAINING FACILITY

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents may be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of:

THE DEPARTMENT OF PUBLIC WORKS, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-8210 or by e-mailing your request to the following e-mail address: treyne@cityofedinburg.com

If Hand-delivering Bids: 415 West University Drive,
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of 60 days without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.

CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the Bid 2016-64 Construction of the Police Department Training Facility for the City of Edinburg.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas
78541
If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

A pre-bid conference will be held at 10:00 a.m., January 11, 2016 at the Edinburg City Hall Community Room, 1st Floor, located at 415 W. University Drive, Edinburg, Texas. All prospective bidders are encouraged to attend. If you have any questions or require additional information regarding this bid, please contact Insert Contact name, Tomas D. Reyna Assistant Director of Public Works, at (956) 388-8210.

PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

INSTRUCTIONS TO BIDDERS (Continued):

ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initiated by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day. Delivery time may be considered as basis of award.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

INSTRUCTIONS TO BIDDERS (Continued):

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-8972) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the **Construction of the Police Department Training Facility** as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

INSTRUCTIONS TO BIDDERS (Continued):

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

INSTRUCTIONS TO BIDDERS (Continued):

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

AWARD

For purposes of this project, award will be contingent on approval of budget.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

INSTRUCTIONS TO BIDDERS (Continued):

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

INSURANCE REQUIREMENTS: Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

INSTRUCTIONS TO BIDDERS (Continued):

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY 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 CITY 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 that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

BID BOND REQUIREMENTS

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to **five percent (5%)** of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

INSTRUCTIONS TO BIDDERS (Continued):

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the dated fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.

A bid guarantee, performance and payment bond will not be required for contracts zero to \$25,000. The City will specify in the contract that no money will be paid to the contractor until the project has been completed and final acceptance has been made by the City.

DOCUMENTS:

- A. Bidding Documents may be downloaded from the City of Edinburg web page address: www.cityofedinburg.com. Bidders may print the bid document at bidders expense. Printing expenses are not reimbursed by City of Edinburg nor Architect.
- B. One Set of Bid Documents can be obtained by the bidding general contractor in upon receipt of a \$150 refundable deposit, for one set. Returned Bid Documents must be completed, with no missing pages. Deposits will be refunded if Bid Documents are returned complete, undamaged, unmarked, and reusable, within seven (7) days of the bid submission. Failure to comply will result in forfeiture of deposit. Bid Documents are made available only for the purpose of obtaining offers for this project. This does not grant a license for other purposes.
 - 1. Printed Bid Documents can be obtained from:
 - a. RGV Reprographics (956) 686-1525, 517 Broadway Street, McAllen, Texas 78501
 - b. RGV Reprographics (956) 423-1520, 222 Hanmore Industrial, Harlingen, Texas 78550.
- C. Complete sets of Bid Documents shall be used in preparing bids; neither the Owner nor the Architect assumes any Responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- D. Complete digital sets of Drawings and Project Manuals are on file at the following locations and subcontractors may examine them there:

McGraw-Hill Construction
www.dodgeplans.construction.com

A.G.C. PLAN ROOMS
Pharr, Harlingen, Brownsville

INSTRUCTIONS TO BIDDERS (Continued):

EXAMINATION:

A. Bidders shall carefully examine the Bid Documents and the construction site to familiarize themselves with existing local conditions under which the Work is to be performed.

B. Extra payments will not be authorized for work that could have been foreseen by careful examination of the site.

Submission of a Bid shall constitute acceptance, by the Bidder, of existing site conditions as a part of the requirements for this work.

C. Bidders shall carefully examine the Bid Documents to verify that they agree with the Table of Contents in the Project Manual, the Index of Drawings Sheet on the Drawings, and the Cover Page of all Addenda. Bidders shall be responsible for obtaining any pages or sheets which have been inadvertently left out during the printing process.

1. All entities bidding on any portion of the work contained in the Contract Documents shall ascertain the completeness of the set of documents.

2. The Contract Documents are printed by an independent vendor and, although the Architect endeavors to check the documents for completeness, the Architect has, in the past, discovered missing or misplaced sheets in the Drawings and the Specifications.

3. Each entity receiving a set of Contract Documents shall check the indexes against the sheets or pages contained in the sets.

4. Should pages or sheets be found to be misplaced or missing, immediately notify the Architect who will give direction as to placement or provide the sheets or pages that are missing.

5. Failure to notify the Architect means the Bidder is providing a proposal based on a complete set of Contract Documents.

INTERPRETATION OF BID DOCUMENTS:

A. Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Bid Documents or of the site and local conditions.

B. Submit all questions regarding clarification or interpretation of Bid Documents to the Office of the Architects: ERO Arch ARCHITECTS, 300 S. 8th Street, McAllen, TX 78501. (*Attn: David Iglesias* - {956} 661-0400; FAX NUMBER {956} 661-0401 or at diglesias@goero.com).

C. Submit all questions in writing. In the interest of time, requests may be made by telephone, but they must be confirmed in writing the same day. Replies to questions will be issued to all Bidders in the form of an Addenda. General contractor and subcontractors shall submit questions in writing seventy two (72) hours prior to opening of proposals.

D. Make requests for interpretations as early as possible so as to allow adequate time to prepare and issue Addenda.

E. All General Contractors shall check with the Architect within *six (6)* hours prior to Bid Opening to secure all Addenda. The Architect will not be responsible for oral clarification.

BASIS OF BIDS:

A. Bids shall be on a lump sum basis and shall include all costs for this Project as described and indicated by the Contract Documents. Basis for Bidding shall be on brands, materials, processes, products, persons or

INSTRUCTIONS TO BIDDERS (Continued):

organizations, etc., indicated in the Contract Documents.

- B. Bids shall include all unit price costs and all Alternate costs as indicated by the Contract Documents and Proposal Form.

ALTERNATES:

- A. The Owner may, at his option, elect to proceed with any or all Alternates as set forth in the Bidding Requirements.
- B. Amount shown in Bid for each Alternate shall include profit, insurance, contingencies and other costs incidental to performance under such Alternative.
- C. Amount shown in Bid for each Alternate shall include the making of all changes and the installation of all materials and equipment necessary to the accomplishment of the Alternate requirements.

SUBSTITUTIONS:

- A. Approval Required:
 - 1. The Contract is based on the standards of quality established in the Contract Documents.
 - 2. All products proposed for use, including those specified by required attributes and performance, shall require approval by the Architect before being incorporated into the work.
 - 3. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this work by the Architect.
 - 4. Product substitution requests shall be submitted no later than 7 days prior to Opening of Bids (Proposals) as noted in Section 00020.

BIDS:

- A. Bid shall be made on unaltered Bid Forms furnished by the Architect. No oral, telephone or personal Proposals will be considered. All blank spaces shall be properly filled in by typewriter or manually in ink.
- B. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount shall govern.
- C. Any alteration or erasure to information entered in the blank spaces must be initialed by the signer of the Bid.

Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.
- D. Original typed sheets shall be submitted, signed in longhand below the typed name of the person authorized to bind the Bidder to a Contract.
- E. Where Bidder is a corporation, Bid must be signed with the legal name of the corporation followed by the name of the State of Incorporation and the legal signature of a person authorized to bind the corporation to a Contract.

INSTRUCTIONS TO BIDDERS (Continued):

- F. Failure to submit a Bid on the form requested, or the inclusion of conditions, limitations or provisions distorting the intent of the Bid Documents, may render the Bid irregular and subject to rejection.

MODIFICATION OR WITHDRAWAL OF BID:

- A. A bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, unless the award of Contract has been delayed more than sixty (60) days.
- B. Prior to the time and date designated for receipt of Bids, bids submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.
- C. Modification of Bids shall be in writing over the signature of the Bidder or be by telegram; if by telegram, written confirmation over the signature of Bidder must have been mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.
- D. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- E. Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

LOCATION AND ACCESS TO PREMISES:

- A. The project site location: *Refer to vicinity map on drawings.*
- B. The Contractor shall have free access to the premises for the purpose of acquainting himself with the conditions, delivering equipment, and performing the work necessary to fulfill his contract. He shall cooperate with the other contractors who may concurrently be working on the premises, integrating his work with that of others, all to the best interest of the total work and its orderly completion.

STATE SALES TAX:

- A. This project is exempt from state taxes. A sales tax exemption certificate may be obtained from the State Comptroller.

INTERDEPARTMENTAL MEMORANDUM

**Boys & Girls Clubs of Edinburg RGV
P.O. Box 1079
Edinburg, Texas 78540**

Date: July 28, 2016
To: Ascension Alonzo, Director of Finance
From: Sabrina Walker-Hernandez, CPO
Subject: 2016-2017 Grant Appropriation

Boys & Girls Clubs of Edinburg RGV have received four grants from OJP, Texas Parks & Wildlife, Department of State Health Services, and Methodist Healthcare Ministries. These monies will be used in the following line items:

OJP

OJP 2015-37000 (Mentoring Legacy)

Personnel Services Salaries	72-5371-04010-00	\$10,748.00	(Existing Staff)
Taxes	72-5371-04100-00	\$ 822.00	(Existing Staff)
Supplies-Educ & Rec.	72-5372-04340-00	\$10,581.00	(Existing Expense)
Travel & Training	72-5375-04770-00	\$ 1,041.00	(Existing Expense)
Dues & Subscription	72-5375-04780-00	\$ 50.00	(Existing Expense)
Utilities	72-5375-04760-00	\$ 458.00	(Existing Expense)
Printing	72-5375-04790-00	<u>\$ 1,300.00</u>	(Existing Expense)
		\$25,000.00	

OJP 2015-37001 (Military Mentoring Legacy)

Personnel Services Salaries	72-5371-04010-00	\$ 8,313.00	(Existing Staff)
Taxes	72-5371-04100-00	\$ 636.00	(Existing Staff)
Supplies-Educ & Rec.	72-5372-04340-00	\$ 8,599.00	(Existing Expense)
Travel & Training	72-5375-04770-00	\$ 694.00	(Existing Expense)
Utilities	72-5375-04760-00	\$ 458.00	(Existing Expense)
Printing	72-5375-04790-00	<u>\$ 1,300.00</u>	(Existing Expense)
		\$20,000.00	

OJP 2015-36999 Fountain

Personnel Services Salaries	72-5371-04010-00	\$10,293.00	(Existing Staff)
Taxes	72-5371-04100-00	\$ 787.00	(Existing Staff)
Supplies-Educ & Rec.	72-5372-04340-00	\$ 2,473.00	(Existing Expense)
Travel & Training	72-5375-04770-00	\$ 347.00	(Existing Expense)
Dues & Subscription	72-5375-04780-00	\$ 100.00	(Existing Expense)
Printing	72-5375-04790-00	<u>\$ 1,000.00</u>	(Existing Expense)
		\$15,000.00	

OJP 2015-36998 Sam Risica

Personnel Services Salaries	72-5371-04010-00	\$ 4,137.00	(Existing Staff)
Taxes	72-5371-04100-00	\$ 316.00	(Existing Staff)
Supplies-Educ & Rec.	72-5372-04340-00	\$ 4,150.00	(Existing Expense)
Travel & Training	72-5375-04770-00	\$ 347.00	(Existing Expense)

Dues & Subscription	72-5375-04780-00	\$ 50.00	(Existing Expense)
Printing	72-5375-04790-00	\$ 1,000.00	(Existing Expense)
		\$10,000.00	

Texas Parks & Wildlife Project Number: 52-0005635

Personnel Services Salaries	72-5371-04010-00	\$14,200.00	(Existing Staff)
Supplies-Educ & Rec.	72-5372-04340-00	\$14,750.00	(Existing Expense)
Food	72-5372-04350-00	\$ 5,800.00	(NEW Expense)
Motor Vehicle Fuel Oil etc	72-5372-04360-00	\$ 750.00	(Existing Expense)
		\$35,500.00	

Department of State Health Services – Contract #2016-004113-00

Personnel Services Salaries	72-5371-04010-00	\$20,229.00	(Existing Staff)
Taxes	72-5371-04100-00	\$ 1,781.00	(Existing Staff)
Supplies-Educ & Rec.	72-5372-04340-00	\$ 728.00	(Existing Expense)
Supplies-Educ & Rec.	72-5372-04340-00	\$10,157.00	(NEW Expense)
Printing	72-5375-04790-00	\$ 1,000.00	(NEW Expense)
Travel & Training	72-5375-04770-00	\$ 7,150.00	(Existing Expense)
Professional Services	72-5375-04800-00	\$ 3,000.00	(NEW Expense)
		\$44,045.00	

Methodist Healthcare Ministries

Personnel Services Salaries	72-5371-04010-00	\$25,190.00	(Existing Expense)
Printing	72-5375-04790-00	\$ 1,095.00	(NEW Expense)
Supplies-Educ & Rec.	72-5372-04340-00	\$ 3,000.00	(NEW Expense)
Travel & Training	72-5375-04770-00	\$ 750.00	(Existing Expense)
		\$30,035.00	

If you have any questions or need further information please do not hesitate to contact me at 956.383.2582 (office) or 956.453.3677 (cell).

Cc: Sandra Aguirre
Pete Garza

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Discuss and Consider Amending the Bylaws of the Edinburg Economic Development Corporation, Article II Board of Directors, Section I Powers, Number and Term of Office; and Appointments of the Edinburg Economic Development Corporation Board of Directors. [Richard M. Hinojosa, City Manager]

STAFF COMMENTS AND RECOMMENDATION:

Attached please find a copy of the Edinburg Economic Development Corporation Bylaws, which were in effect prior to June 2, 2016. The governing body of the Corporation is the Edinburg City Council.

On June 2, 2015 and June 16, 2015, the Edinburg Economic Development Bylaws were amended as follows:

June 2, 2015: Article II Board of Directors, Section I. Power, Number and Term of Office, Subsection b and Subsection e will reflect the change of replacing the appointment of the Board Member representing the University of Texas Pan American to a resident of the City of Edinburg.

June 16, 2015: Article II Board of Directors , Section I. Powers, Number, and Term of Office. The amendments included: (1) except for the Mayor, the requirement to be appointed as a director shall be that the director need only be a resident within the City limits of the City for at least one year prior to being appointed or to have established a business continuously within the city limits of the City at least 5 years prior to being appointed; (2) other than the Mayor, each council member shall have the authority to appoint one director; (3) except for the Mayor, no member shall serve more than 3 consecutive 2 years terms; (4) to provide for staggered terms so that, other than the Mayor, 2 members serving on the board will serve a 2 year term from the date they were appointed and the other 2 members appointed will initially serve a 1 year term from the date of their appointment and thereafter those members appointed will serve 2 year terms; and (5) to provide that any director may be removed by the City Council for cause only and that that any council member may removed his own appointee at will.

All other provisions of the Edinburg Economic Development Bylaws were not changed.

RECOMMENDATION:

City Council Discuss and Consider Amending Edinburg Economic Development Corporation Bylaws.

REVIEWED BY:

PREPARED BY:

Â /s/Â Richard M.
Hinojosa
Richard M. Hinojosa
City Manager

Â /s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

**BYLAWS OF
THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION**

ARTICLE I

NATURE, POWERS AND PURPOSES

Section I. Nature of the Corporation

a. The Corporation shall be a non-profit corporation, and no part of its net earnings remaining after payment of its expenditures shall inure to the benefit of any individual, firm or corporation, except that in the event the Board of Directors of the Corporation (the "Board of Directors") shall determine that sufficient provision has been made for the full payment of the expenses, bonds and other obligations of the Corporation issued to finance all or part of the cost of a project, then any net earnings of the Corporation thereafter accruing with respect to said project shall be paid to the Unit.

b. The Corporation was created pursuant to the authority granted in the Texas Development Corporation Act of 1979, as amended, Section 4(a).

c. The Corporation is a quasi-governmental entity which is required to comply with the Texas Open Meetings Act, Texas Government Code, Chapter 551 and the Texas Public Information Act, Texas Government Code, Chapter 552.

d. The governing body of the Corporation is the Edinburg City Council also known as the unit.

Section II. Financing of Industrial Development Projects

The Corporation shall have the authority to finance all or part of the cost of one or more commercial, industrial or manufacturing enterprises to promote and encourage employment and public welfare, pursuant to the provisions of the Development Corporation Act of 1979, (the "Act"), Vernon's Ann. Civ. St., Art. 5190.6, and as amended by adding Sec. 4a.

Section III. Powers of the Corporation

The Corporation shall have the powers enumerated in Section 23 of the Texas Development Corporation Act of 1979, as amended:

"Sec. 23. (a) The Corporation, shall have and exercise all of the rights, powers privileges, authority, and functions given by the general laws of this state

to non-profit corporations, incorporated under the Texas Non-Profit Corporation Act, as amended (Article 1396-1.01 et seq., Vernon's Texas Civil Statutes); but to the extent that the provisions of the general laws are in conflict or inconsistent with this Act, the Act prevails. In addition, the Corporation shall have the following powers with respect to projects together with all powers incidental thereto or necessary for the performance of those hereinafter stated:

(1) to acquire, whether by construction, devise, purchase, gift, lease, or otherwise or any one or more of such methods and to construct, improve, maintain, equip, and furnish one or more projects located within the state or within the coastal waters of the state and within or partially within the limits of the unit under whose auspices the Corporation was created or within the limits of a different unit where the governing body thereof requests the Corporation to exercise its powers therein;

(2) to recover the costs of an investment under Subdivision (1) of this subsection from a unit or another corporation under a contract that may have an unlimited duration;

(3) to lease to a user all or any part of any project for such rentals and upon such terms and conditions as its board of directors may deem advisable and not in conflict with the provisions of this Act;

(4) to sell by installment payments or otherwise and convey all or any part of any project to a user for such purchase price and upon such terms and conditions as its board of directors may deem advisable and not in conflict with the provisions of this Act.

(5) to donate, exchange, convey, sell, or lease land, improvements, or any other interest in real property or furnishings, fixtures or equipment, or personal property to an institution of higher education for a legal purpose of the institution upon such terms and conditions as the corporation's board of directors may deem advisable that are not in conflict with the provisions of this Act;

(6) to make secured or unsecured loans to a user for the purpose of providing temporary or permanent financing or refinancing of all or part of the cost of any project, including the refunding of any outstanding obligations, mortgages, or advances issued, made, or given by any person for the cost of a project; and to charge and collect interest on such loans for such loan payments and upon such terms and conditions as its board of directors any deem advisable and not in conflict with the provisions of this Act;

(7) to issue bonds for the purpose of defraying all or part of the cost of any project, whether or not the bonds are exempt in whole or in part from federal income taxation, to secure the payment of such bonds as provided in this Act, and to sell bonds at a price or prices determined by the board of directors or to

exchange bonds for property, labor, services, material, or equipment comprising a project or incidental to the acquisition of a project, and those bonds may bear interest at any rate or rates determined by the board of directors, subject to the limitations set forth in this Act;

(8) as security for the payment of the principal of and interest on any bonds issued and any agreements made in connection therewith, to mortgage and pledge any or all of its projects or any part or parts thereof, whether then owned or thereafter acquired, and to assign any mortgage and repledge any security conveyed to the Corporation to secure any loan made by the Corporation and to pledge the revenues and receipts.

(9) To sue and be sued, complain and defend, in its corporate name;

(10) To have a corporate seal and to use the same by causing it or a facsimile thereof to be impressed on, affixed to, or in any manner reproduced upon instruments of any nature required to be executed by its proper officers.

(11) To make and alter bylaws not inconsistent with its articles of incorporation or with the laws of this state with the approval of the unit under whose auspices the Corporation was created by resolution of the governing body for the administration and regulation of the affairs of the Corporation;

(12) To cease its corporate activities and terminate its existence by voluntary dissolution as provided herein; and

(13) Whether included in the foregoing or not, to have and exercise all powers necessary or appropriate to effect any or all of the purposes for which the Corporation is organized which power shall be subject at all times to the control of the governing body of the unit under whose auspices the Corporation was created.

(b) The Corporation shall not have the power to own or operate any project as a business other than as lessor, seller, or lender or pursuant to the requirements of any trust agreement securing the credit transaction. Accordingly, the user pursuant to any lease, sale, or loan agreement relating to a project shall be considered to be the owner of the project for the purposes of the application of any ad valorem, sales, and use taxes or any other taxes levied or imposed by this state or any political subdivision of this state. The purchase and holding of mortgages, deeds of trust, or other security interests and contracting for any servicing thereof shall not be deemed the operation of a project. The Corporation shall, however, have all the powers necessary to own and operate a project as a business if the project is a military installation or facility closed or realigned pursuant to the Defense Base Closure and Realignment Act of 1990 (10 U.S.C. Section 2087note) as amended.

(c) Notwithstanding any law to the contrary, any corporation created by a unit under this Act may, with the consent of the unit, obtain health benefits coverage, liability coverage, workers' compensation coverage, and property coverage under the unit's insurance policies, self-funded coverage, or coverage provided under an Interlocal Agreement with other political subdivisions. Health benefits coverage may be extended to the corporation's directors and employees, and the dependents of such directors and employees. Workers' compensation benefits may be extended to the corporation's directors, employees, and volunteers. The liability coverage may be extended to protect the corporation and its directors and employees.

(d) Notwithstanding any law to the contrary, any corporation created by a unit under this Act may, with the consent of the unit, obtain retirement benefits under any retirement program operated or participated in by the unit. Retirement benefits may be extended to the corporation's employees.

(e) A corporation may use the reverse auction procedure, as defined by Section 2155.062(d), Government Code, for purchasing.

Section IV. Procedures for the Use of Tax Revenues

Sales tax revenues that are generated for economic development by the City will be transferred monthly to the Corporation. The Corporation will use the revenues to promote and develop commercial, industrial and manufacturing enterprises to promote and encourage employment and public welfare in accordance with these Bylaws and its governing statute, the Texas Development Corporation Act of 1979, as amended.

Section V. Books and Records; Approval of Budget, Annual Audit and Financial Statements

a. The Corporation shall keep correct and complete books and records of account in accordance with generally accepted accounting principles. The Corporation shall also keep minutes of the proceedings of its Board of Directors meetings and committee meetings having any of the authority of the Board of Directors.

b. All books and records of the Corporation may be inspected by any director or his agent or attorney for any proper purpose at any reasonable time; and at all times the Unit will have access to the books and records of the Corporation. The Unit shall be entitled to approve an annual budget and adopt the annual audit of the corporation and annually review any financial statements of the Corporation.

c. Not later than February 1st of each year, the Board of Directors shall submit a report to the Comptroller of the State of Texas as required by Section 4(c) of the Texas Development Corporation Act of 1979, as amended.

ARTICLE II

BOARD OF DIRECTORS

Section I. Powers, Number and Term of Office

a. The property and affairs of the Corporation shall be managed and controlled by the Board of Directors and, subject to the restrictions imposed by law, the Articles of Incorporation and these Bylaws. The Board of Directors shall exercise all of the powers of the Corporation.

b. The Board of Directors shall consist of five (5) directors, each of who shall be appointed by the Unit:

1. The Mayor;
2. A representative from the Edinburg Chamber of Commerce;
3. A representative from The University of Texas-Pan American;
4. A representative from local industry; and
5. A private citizen with five years or more business or financial management experience.

c. The directors consisting the first Board of Directors shall be those directors named in the Articles of Incorporation, serving staggered terms determined by lot, or until his or her successor is appointed as hereinafter provided. Subsequent directors shall hold office for a term of six (6) years or until their successors are appointed as hereinafter provided. No director shall serve more than two full six (6) years consecutive terms. Should a director miss three (3) consecutive board meetings without an excuse acceptable to a majority of the board, his or her position shall be deemed vacated and a new director appointed for the unexpired term.

d. Any director may be removed from office, by the Unit, for cause or at will at any time.

e. Unless sooner terminated as herein provided, the directors shall serve for the following terms:

1. The term of the Mayor shall be in accordance with the term of office of the Mayor of the Unit and in accordance with the Texas Development Corporation Act of 1979, as amended;
2. The term of all other members shall be two (2) years:

- (i) The term of the member nominated by the Unit who shall be a member of the Edinburg Chamber of Commerce shall commence on August ____, of odd numbered years;
- (ii). The term of the representative from The University of Texas-Pan American shall commence on July__ of odd numbered years;
- (iii). The term of the representative from local industry shall commence on August ____ of odd numbered years;
- (iv). The term of the private citizen shall commence on May/June __ of even numbered years;

f. All directors shall be current on City taxes and utility payments at the time of their appointment and throughout their term on the Board.

Section II. Meetings of Directors

All meetings shall be conducted in compliance with the requirements of the Texas Open Meetings Act, Texas Government Code, Chapter 551. The directors may hold their meetings at such place or places within the boundaries of the City of Edinburg as the Board of Directors may from time to time determine.

Section III. Regular Meetings

Regular Meetings of the Board of Directors shall generally be held on a monthly basis at such times and places as shall be scheduled by the Board of Directors of the Corporation. Notice shall be posted at least seventy-two (72) hours prior to such meetings compliance with the requirements of the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section IV. Special Meetings

Special Meetings of the Board of Directors may be held from time to time as deemed necessary by the Board of Directors. Notice of the Special Meetings shall be posted at least seventy-two (72) hours prior to such meeting pursuant to the Texas Open Meetings Act, Texas Government Code Chapter 551.

Section V. Emergency Meetings

Emergency Meetings may be held if immediate action is required by the Board of Directors due to an imminent threat to public health and safety or a reasonably unforeseeable situation. Notice of Emergency Meetings shall be posted as soon as reasonably possible but in no situation less than two (2) hours prior to the meeting in compliance with the requirements of the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section VI. Quorum

A majority of the directors fixed by the Articles of Incorporation shall constitute a quorum for the consideration of the matters pertaining to the purposes of the Corporation. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is required by law.

Section VII. Conduct of Business

a. At all meetings of the Board of Directors the president shall preside, and in the absence of the president, the vice president shall exercise the powers of the president.

b. The secretary of the Corporation shall act as secretary of all meetings of the Board of Directors, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting.

c. At the meetings of the Board of Directors, matters pertaining to the purposes of the Corporation shall be considered as set forth in the agenda for such meeting.

Section VIII. Compensation of Directors

Directors as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder.

Section IX. Ethics

a. General Duties.

Directors shall conduct the business of the Corporation in a manner to avoid the appearance of impropriety.

b. Conflicts of Interest

Directors shall not participate in the negotiation, development, implementation or voting on any project where the director or a member of the director's immediate family has a pecuniary interest in the project.

c. Gifts of Remuneration

Directors shall not accept nor seek gifts or remuneration from any individual or entity conducting business with the Corporation.

ARTICLE III

OFFICERS

Section I Titles and Term of Office

a. The officers of the Corporation shall be a president, a vice president, a secretary and a treasurer, and such other officers as the Board of Directors may from time to time elect or appoint. One person may hold more than one office, except for the president. Terms of office shall not exceed the lesser of three (3) years or the director's term on the Board.

b. All officers shall be subject to removal from office, with or without cause, at any time by a vote of a majority of the entire Board of Directors.

c. A vacancy in the office of any officer shall be filled by a vote of a majority of the Directors.

Section II Powers and Duties of the President

The president shall be the chief executive officer of the Corporation and shall be in general charge of the properties and affairs of the Corporation, as may be assigned by the Board of Directors, and shall preside at the meetings of the Board of Directors. Furthermore, the president may sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments in the name of the Corporation.

Section III. Vice President

The vice president shall have such powers and duties as may be assigned by the Board of Directors and shall exercise the powers of the president during any absence or inability to act of the president.

Section IV. Treasurer

The treasurer shall have such powers and duties as may be assigned by the Board of Directors.

Section V Secretary

The secretary shall have such powers and duties as may be assigned by the Board of Directors.

Section VI Compensation

Officers shall not receive any salary or compensation for their services except that they may be reimbursed for their actual expenses incurred in the performance of their duties hereunder.

ARTICLE IV

PROVISIONS REGARDING ARTICLES OF INCORPORATION AND BYLAWS

Section I. Effective Date

These Bylaws shall become effective only upon the occurrence of the following events:

- 1) the approval of these Bylaws by the Governing Body; and
- 2) the adoption of these Bylaws by the Board of Directors

Section II. Amendments to Articles of Incorporation and Bylaws

The Articles of Incorporation may at any time and from time to time be amended, provided that the Board of Directors files with the Governing Body a written application requesting that the Governing Body approve such amendment to the Articles of Incorporation, specifying in such application the amendment or amendments proposed to be made. If the Governing Body by appropriate resolution finds and determines that it is advisable that the proposed amendment be made, authorizes the same to be made and approves the form of the proposed amendment, the Board of Directors shall proceed to amend the Articles as provided in the Act.

The Articles of Incorporation may also be amended at any time by the Governing Body at its sole discretion by adopting an amendment to the Articles of Incorporation of the Corporation by resolution of the Governing Body and delivering the Articles of Amendment to the Secretary of State as provided in the Act.

These Bylaws may be amended by majority vote of the Board of Director.

Section II. Interpretation of Bylaws

These Bylaws and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part not be affected thereby.

ARTICLE V

DEVELOPMENT PROJECTS

Section I. General Requirements

All projects shall be developed in accordance with the relevant provisions of the Texas Development Corporation Act of 1979, as amended, these Bylaws, and the Corporations economic development plan.

Section II. Project

As defined in Section 2(11)(a) of the Texas Development Corporation Act of 1979, as amended, "project" shall mean:

"(A) the land, building, equipment, facilities, expenditures, targeted infrastructure, and improvements (one or more) that are for the creation or retention of primary jobs and that are found by the board of directors to be required or suitable for the development, retention, or expansion of manufacturing and industrial facilities, research and development facilities, military facilities, including closed or realigned military bases, transportation facilities (including but not limited to airports, hangars, airport maintenance and repair facilities, air cargo facilities, related infrastructure located on or adjacent to an airport facility, ports, mass commuting facilities, and parking facilities), sewage or solid waste disposal facilities, recycling facilities, air or water pollution control facilities, facilities for the furnishing of water to the general public, distribution centers, small warehouse facilities capable of serving as decentralized storage and distribution centers, primary job training facilities for use by institution of higher education, and regional or national corporate headquarters facilities;

(B) job training required or suitable for the promotion of development and expansion of business enterprises and other enterprises described this Act, as provided by Section 38 of this Act;

(C) expenditures found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises limited to streets and roads, rail spurs, water and sewer utilities, electric utilities, gas utilities, drainage, site improvements, and related improvements, telecommunications and Internet improvements, and beach remediation along the Gulf of Mexico;

(D) the infrastructure improvements, land acquisition, buildings or expenditures that:

(i) are for the creation or retention of primary jobs or jobs that are included in North American Industry Classification System (NAICS) sector number 926120, - Regulation and Administration of Transportation Programs, for the corresponding index entry for Coast Guard (except the Coast Guard Academy); and

(ii) are found by the Board of Directors to be required or suitable for:

(a) promoting or supporting a military base in active use to prevent the possible future closure or realignment of the base;

(b) attracting new military missions to a military base in active use; or

(c) redeveloping a military base that has been closed or realigned, including a military base closed or realigned according to the recommendation of the Defense Base Closure and Realignment Commission under the Defense Base Closure and Realignment Act of 1990 (10 U.S.C. Section 2687 note);

(E) land, buildings, equipment, facilities, improvements, and expenditures found by the board of directors to be required or suitable for use for a career center, if the area to be benefited by the career center is not located in the taxing jurisdiction of a junior college district;

(F) for a corporation created by a city any part of which is located within 25 miles of an international border, the land, buildings, facilities, infrastructure, and improvements that:

(i) the board of directors finds are required or suitable for the development or expansion of airport facilities; or

(ii) are undertaken by the corporation if the city that created the corporation has, at the time the project is approved by the corporation as provided by this Act:

(a) a population of less than 40,000 or

(b) an average rate of unemployment that is greater than the state average rate of unemployment during the 12-month period for which data is available that immediately precedes the date the project is approved; or

(G) expenditures found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded

business enterprises, including airports, ports, and sewer or solid waste disposal facilities, if the corporation:

(i) is created by a city wholly or partly located in a county that is bordered by the Rio Grande, has a population of at least 500,000, and has wholly or partly within its boundaries at least four cities that each have a population of at least 25,000; and

(ii) does not support a project, as defined by this subsection, with sales and use tax revenue collected under Section 4A of 4B of this Act.

ARTICLE VI

GENERAL PROVISIONS

Section I. Principal Office

The principal office of the Corporation shall be located in Edinburg, Hidalgo County, Texas.

The Corporation shall have and continuously maintain in the State of Texas (the "State") a registered office, and a registered agent whose business office is identical with such registered office, as required by the Act. The registered office may be, but need not be; identical with the principal office in the State, and the address of the registered office may be changed from time to time by the Board of Directors, pursuant to the requirements of the Act.

Section II. Fiscal Year

The fiscal year of the Corporation shall be as determined by the Board of Directors.

Section III. Seal

The seal of the Corporation, shall be as determined by the Board of Directors.

Section IV. Resignations

Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the president or secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. .

Section V. Approval or Advice and Consent of the Unit

To the extent that these Bylaws refer to any approval by the Unit or refer to advice and consent by the Unit, such advice and consent shall be evidenced by a certified copy of a resolution, order, or motion duly adopted by the Unit.

Section VI. Organizational Control

The Unit may, at its sole discretion, and at any time, alter or change the structure, organization, programs or activities of the Corporation (including the power to terminate the Corporation), subject to any limitation of the impairment of contracts entered into by such Corporation.

Section VII. Dissolution of the Corporation

Upon dissolution of the Corporation, titles to or other interest in any real or personal property owned by the Corporation at such time shall vest in the Unit.

VARIANCES

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Variance Request to the City's Unified Development Code as Follows: Article 7 – Plat and Site Plan Design, Division 7.400 Subdivision Development and Design, for Abe Solis Subdivision, Being a 0.43 Acre Tract of Land out of Lot 8, Section 238, Texas-Mexican Railway Company Survey, Located on the west side of Mon Mack Road, 660-feet north of Chapin Road, as Requested by B.I.G. Engineering. [Jesus R. Saenz, Director of Planning & Zoning]

STAFF COMMENTS AND RECOMMENDATION:

B.I.G. Engineering, the project engineering firm for the above referenced subdivision is requesting a variance to the City's Unified Development Code for a Residential Development on the Street Improvements Standards. The proposed development is located in the vicinity of the northeast corner of Chapin Road and Mon Mack Road.

1. **Article 7 – Plat and Site Plan Design; Division 7.400 Subdivision and Development Design; Division 7.410 Required Improvements.**

Variance Request: No improvements on the widening of Mon Mack Road.

According to the adopted **Hidalgo County MPO Thoroughfare Plan and UDC Article 7-Plat and Site Plan Design; Division 7.400 Subdivision and Development Design**, the pavement section for Mon Mack Road is sixty-four (64)-feet Back to Back, which will require an additional pavement section of twenty (20)-feet.

Staff recommends said development comply with the UDC Article 7 requirements on the widening of Mon Mack Road, a minor arterial street. In lieu of widening street, the developer will be required to escrow funds to be used on a future widening project of Mon Mack Road.

The Planning and Zoning Commission recommended Approval of the Variance Request with a vote of 5-0.

RECOMMENDATION:

Staff Recommends Denial of the Variance Request.

REVIEWED BY:

PREPARED BY:

Â /s/Richard M.
Hinojosa

Richard M. Hinojosa
City Manager

Â /s/ Ricardo Palacios by CP

Ricardo Palacios
City Attorney

/s/ Jesus R. Saenz

Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MINOR PLAT OF
ABE SOLIS SUBDIVISION

A 0.50 ACRE TRACT OF LAND MORE OR LESS, OUT OF LOT B, SECTION 238, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS ABE SOLIS SUBDIVISION, DO HEREBY DEDICATE TO THE CITY OF EDINBURG, AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISED UNDER SAID CITY, THE EASEMENTS SHOWN AND THE USE OF PRIVATE STREETS AND EASEMENTS SHOWN. THE STREETS AND EASEMENTS ARE RESTRICTED TO THE EMPLOYEES OR AGENTS OF SAID CITY, EMPLOYEES OF THE UTILITIES OPERATING UNDER FRANCHISE OF THE CITY, AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS.

OWNER: EBERARDO A SOLIS and wife LARRAINE M. SOLIS
 101 MARBLE STREET
 PENITAS, TEXAS 78576

STATE OF TEXAS
 COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED EBERARDO A. SOLIS AND WIFE LARRAINE M. SOLIS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC IN AND FOR THE
 STATE OF TEXAS
 MY COMMISSION EXPIRES: _____

APPROVAL BY THE CITY OF EDINBURG:

I, _____, ADMINISTRATOR / DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS, DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS MINOR PLAT OF ABE SOLIS SUBDIVISION CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE _____ DAY OF _____, 20____ WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

ADMINISTRATOR / PLANNING & ZONING DEPT. DIRECTOR

STATE OF TEXAS
 COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COST TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES WILL BE CONSTRUCTED.

SEWAGE FACILITIES: SEWER SERVICE CONNECTIONS ARE ESTIMATED TO COST \$_____ PER LOT (ALL INCLUSIVE), FOR A TOTAL OF \$_____ FOR THE SUBDIVISION. THE SUBDIVIDER HAS PAID A TOTAL OF \$_____ TO _____ TO COVER THE COST OF SEWER SERVICE CONNECTION.

DATED THIS THE _____ DAY OF _____, 20____

REGISTERED PROFESSIONAL ENGINEER
 NO. 86862 STATE OF TEXAS

STATE OF TEXAS
 COUNTY OF HIDALGO

I, LEO LOZANO RODRIGUEZ JR., REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE _____ DAY OF _____, 20____

LEO LOZANO RODRIGUEZ JR., R.P.L.S.
 REG. PROFESSIONAL LAND SURVEYOR #2448
 P.O. BOX 1830 EDINBURG, TEXAS 78540
 FIRM NO. 101702-00

HIDALGO COUNTY IRRIGATION DISTRICT No. 1

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1 ON THIS _____ DAY OF _____, 20____

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. No. 1 RIGHT OF WAY OR EASEMENTS WITH THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. No. 1.

_____, PRESIDENT

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE	FAX	FIRM REG. NO. 6435
OWNER: EBERARDO A. SOLIS	101 MARBLE ST.	PENITAS, TX. 78576			
ENGINEER: RENE BARRERA, P.E.	6316 N. 10TH STREET	MCCALLEN, TX. 78504	956-687-3355	956-992-8801	
SURVEYOR: LEO L. RODRIGUEZ JR.	PO BOX 1830	EDINBURG, TX. 78540			



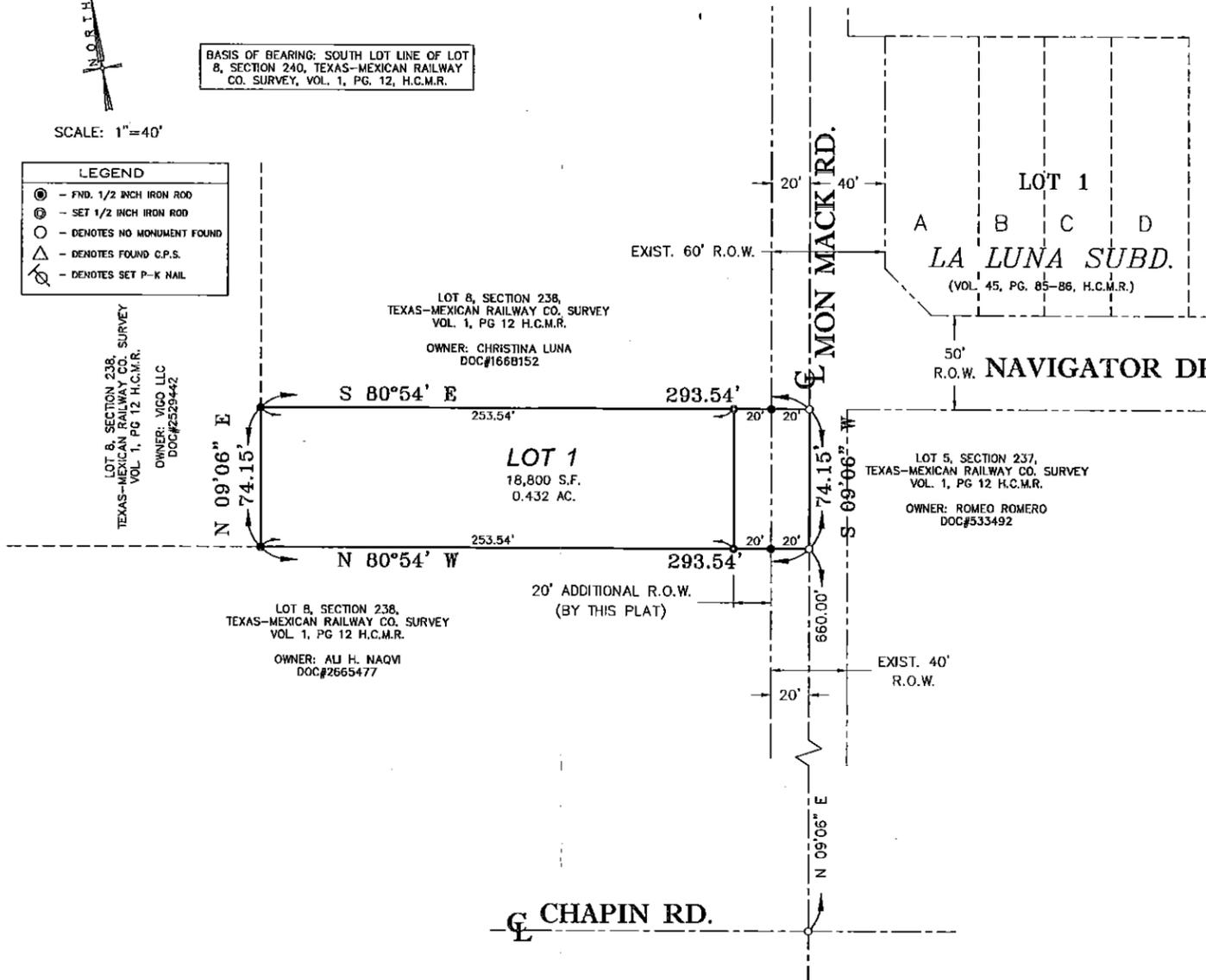
SCALE: 1"=40'

LEGEND

⊙	- FND. 1/2 INCH IRON ROD
⊗	- SET 1/2 INCH IRON ROD
○	- DENOTES NO MONUMENT FOUND
△	- DENOTES FOUND C.P.S.
⊗	- DENOTES SET P-K NAIL

LOT B, SECTION 238,
 TEXAS-MEXICAN RAILWAY CO. SURVEY
 VOL. 1, PG 12 H.C.M.R.
 OWNER: VIGO LLC
 DOC#2529442

BASIS OF BEARING: SOUTH LOT LINE OF LOT
 8, SECTION 240, TEXAS-MEXICAN RAILWAY
 CO. SURVEY, VOL. 1, PG. 12, H.C.M.R.



GENERAL PLAT NOTES:

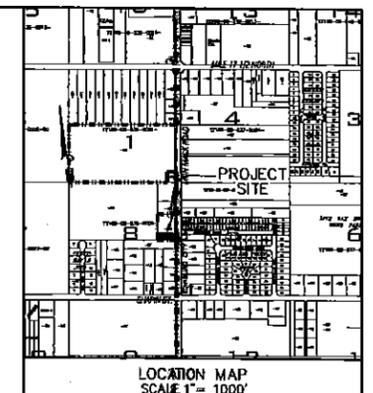
- FLOOD ZONE DESIGNATION: ZONE "X" (SHADED) ON A FLOOD INSURANCE RATE MAP. AREAS BETWEEN LIMITS OF 100-YEAR AND 500-YEAR FLOOD, OR AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY PANEL NO. 48D334 0325 D MAP REVISED: JUNE 6, 2000
- MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18 INCHES ABOVE TOP OF PAVEMENT MEASURED AT FRONT AND CENTER OF EACH LOT
- MINIMUM SETBACKS ARE AS FOLLOWS:
 FRONT - 20 FEET
 SIDE - 10 FEET, OR EASEMENT WIDTH, WHICHEVER IS GREATER
 REAR - 20 FEET, OR EASEMENT WIDTH, WHICHEVER IS GREATER
- THIS SUBDIVISION IS SERVED BY THE CITY OF EDINBURG SANITARY SEWER SYSTEM & WATER PROVIDER IS SHARYLAND WATER SUPPLY CORP.
- A TOTAL OF _____ CF (_____ AC-FT) OF DETENTION IS REQUIRED FOR THIS SUBDIVISION.
- ALL LOT CORNER SHALL BE MARKED WITH A HALF (1/2) INCH IRON ROD UNLESS OTHERWISE NOTED.
- BENCHMARK: RAIL ROAD SPIKE IN POWER POLE LOCATED AT THE N.E.C. OF THE INTERSECTION OF CHAPIN RD. AND MCCOLL RD. ELEVATION = 96.12 (DATUM: N.A.D. 1983)
- \$300.00 PARK LAND DEDICATION DUE AT BUILDING PERMIT STAGE.
- A 4 FOOT SIDEWALK ALONG MON MACK ROAD WILL BE CONSTRUCTED AT TIME OF BUILDING PERMIT.
- NO STRUCTURES SHALL BE BUILT OVER ANY EASEMENTS.
- THE CURRENT ZONING FOR THIS SUBDIVISION IS SUBURBAN RESIDENTIAL.

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PRELIMINARY REVIEW, AND COMMENTS UNDER THE AUTHORITY OF RENE BARRERA, P.E. 86862 ON 3/28/16. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, AND/OR PERMIT PURPOSES.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

RAUL E. SESIN, P.E., C.F.M.
 GENERAL MANAGER

DATE _____



ABE SOLIS SUBDIVISION IS LOCATED IN CENTRAL HIDALGO COUNTY ON THE WEST SIDE OF MON MACK ROAD, APPROXIMATELY 660 FEET NORTH OF CHAPIN ROAD. THIS SUBDIVISION LIES WITHIN THE CITY LIMITS OF EDINBURG, TEXAS.

PREPARED BY: BARRERA INFRASTRUCTURE GROUP, INC.
 DATE PREPARED: 3/28/16

METES AND BOUNDS DESCRIPTION

A 0.50 ACRE TRACT OF LAND MORE OR LESS, OUT OF LOT B, SECTION 238, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 8;

THENCE, NORTH 09 DEG. 06 MIN. 00 SEC. EAST, WITH THE EAST LINE OF SAID LOT 8, A DISTANCE OF 660.0 FEET, TO THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE, NORTH 80 DEG. 54 MIN. 00 SEC. WEST, AT 20.00 FEET PASS A 1/2 INCH IRON ROD FOUND AT THE WEST RIGHT OF WAY LINE OF MON-MACK ROAD, AT 293.54 FEET IN ALL, TO A 1/2 INCH ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 09 DEG. 06 MIN. 00 SEC. EAST, A DISTANCE OF 74.15 FEET, TO A 1/2 INCH ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 80 DEG. 54 MIN. 00 SEC. EAST, AT 273.54 FEET PASS A 1/2 INCH ROD FOUND AT THE WEST RIGHT OF WAY LINE OF SAID MON-MACK ROAD, AT 293.54 FEET IN ALL, TO THE EAST LINE OF SAID LOT 8, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 09 DEG. 06 MIN. 00 SEC. WEST, WITH SAID EAST LINE, A DISTANCE OF 74.15 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.50 OF AN ACRE OF LAND, MORE OR LESS.

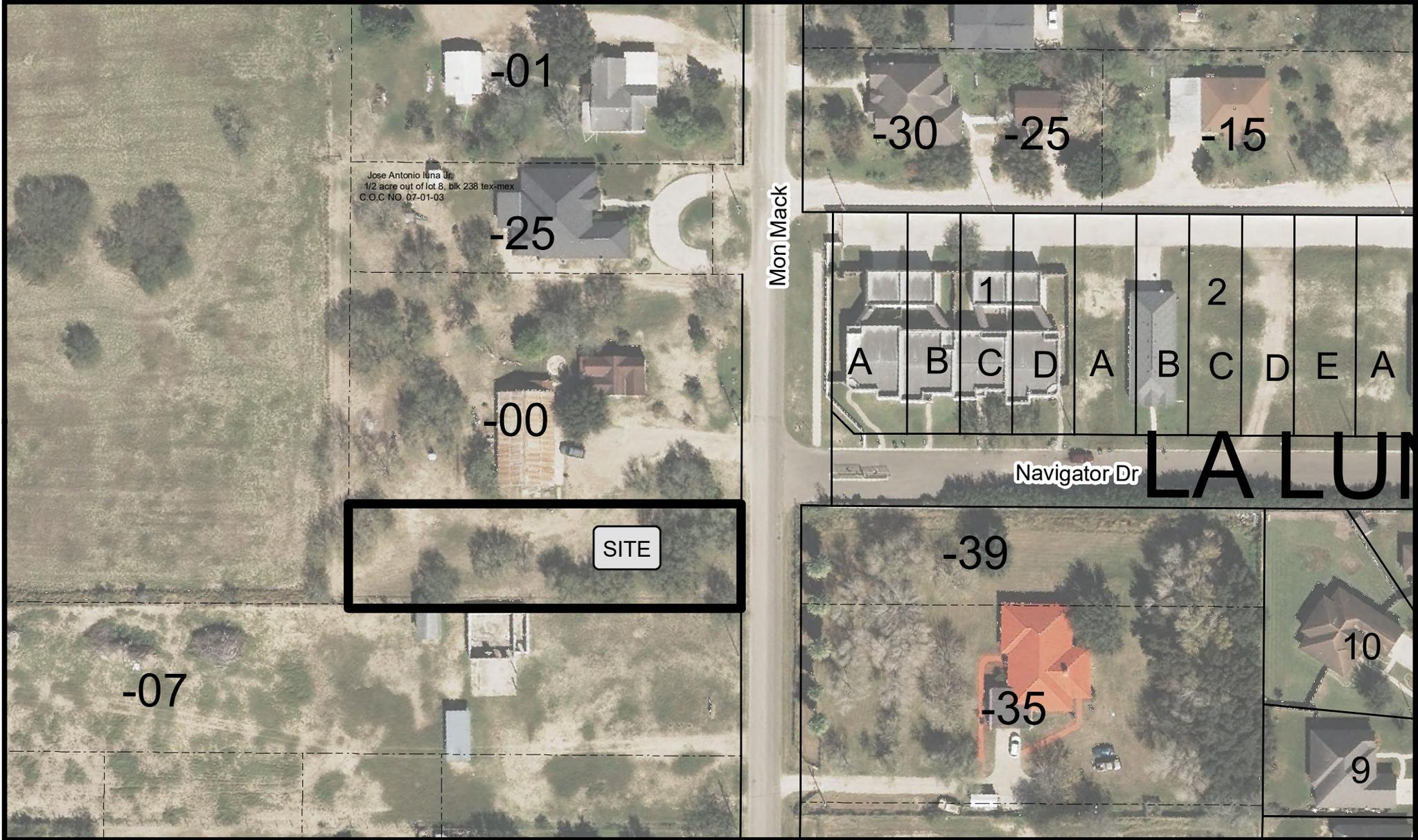


FILED FOR RECORD IN
 HIDALGO COUNTY
 ARTURO GUJARDO, JR.
 HIDALGO COUNTY CLERK

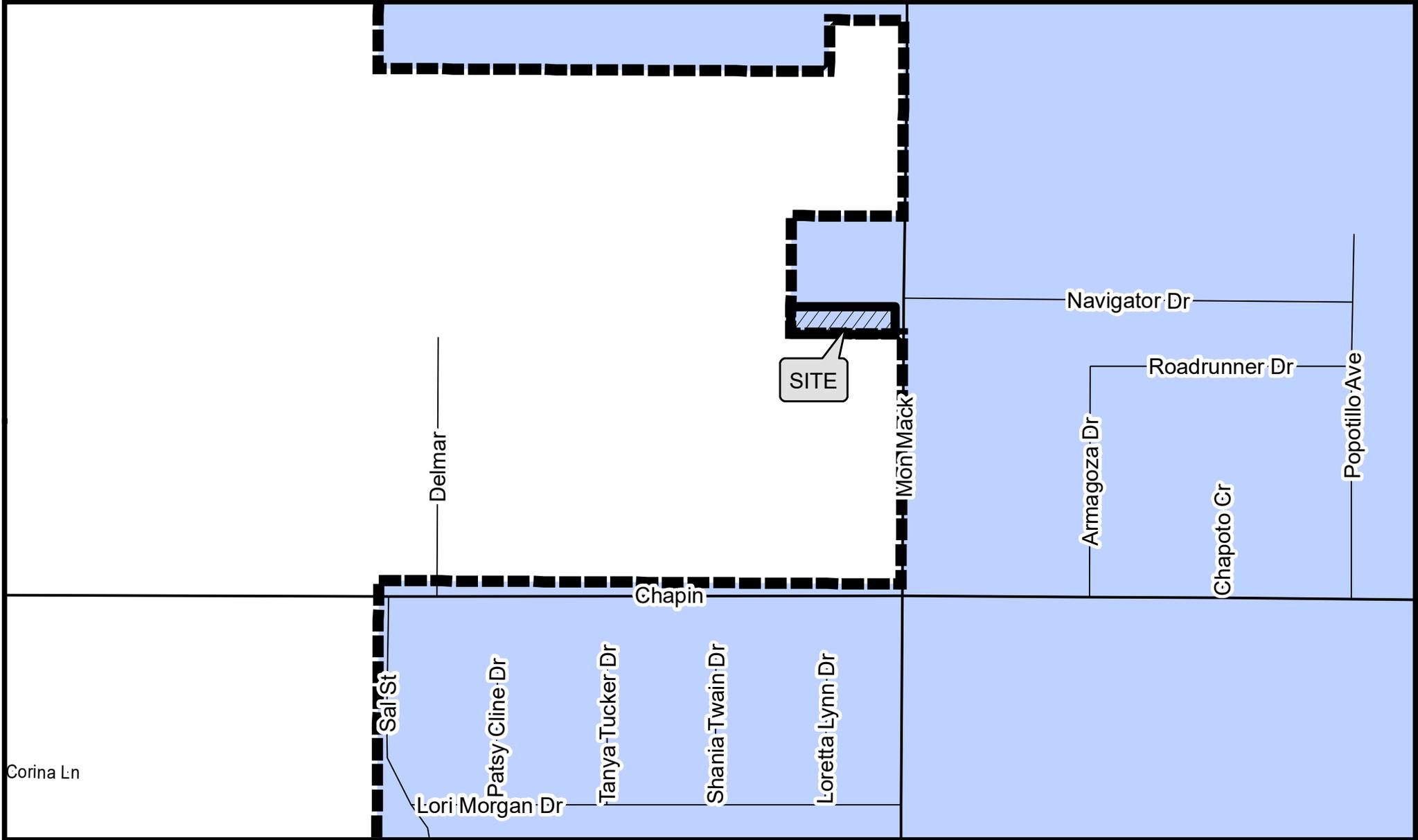
ON: _____ AT _____ AM/PM
 INSTRUMENT NUMBER _____
 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
 BY: _____ DEPUTY



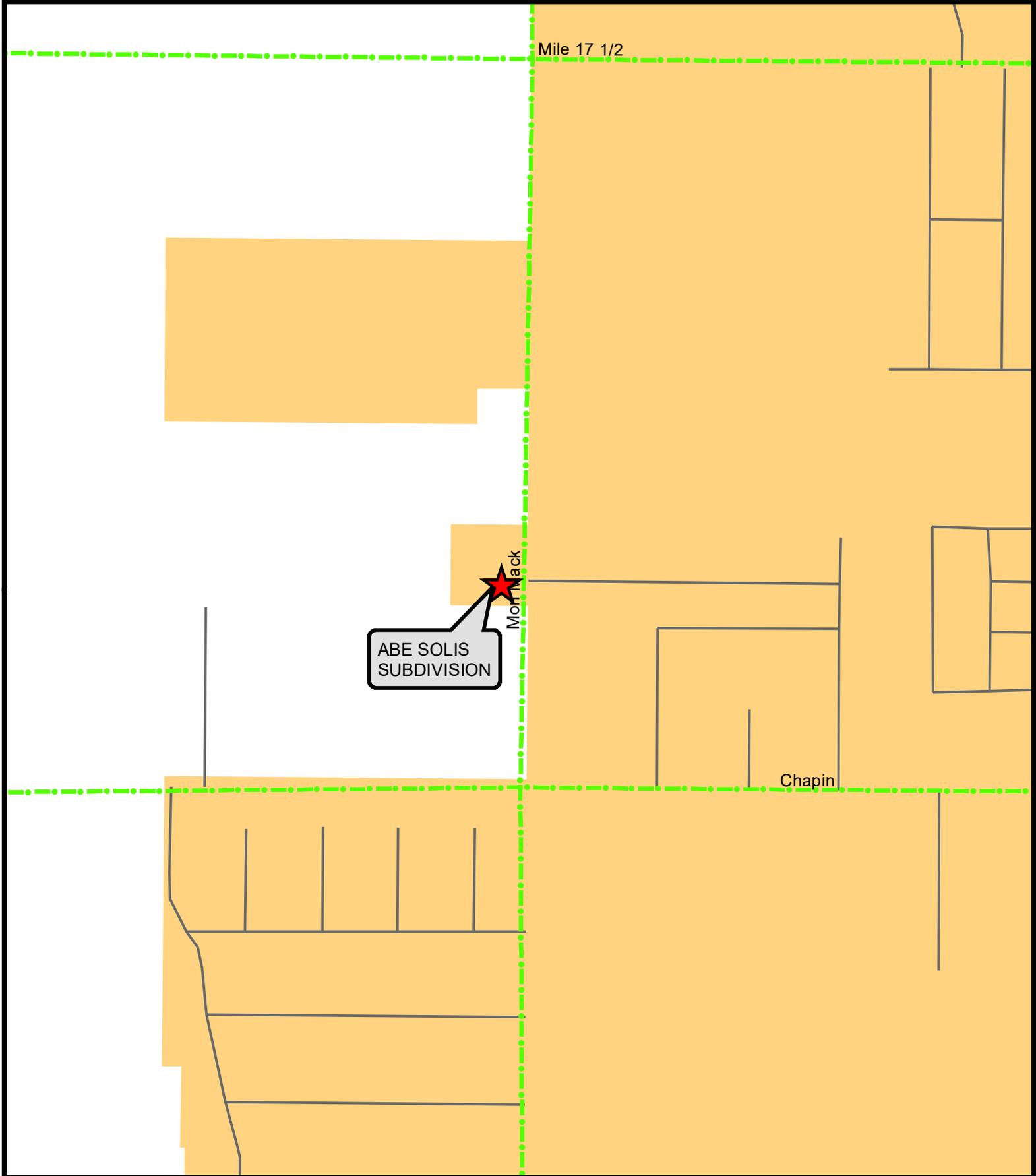
6316 N. 10th Street
 Bldg. "A", Suite 102
 McAllen, Texas 78504
 956-687-3355
 956-992-8801



ABE SOLIS
SUBDIVISION



ABE SOLIS
SUBDIVISION



CITY THOROUGH FARE PLAN

Legend

-  Expressway 350'
-  High Speed Arterial 150'
-  Principal Arterial 120'
-  Minor Arterial 100'
-  Collector 80'
-  Prop. Collector 80'
-  City Boundary



DIVISION 7.400 SUBDIVISION AND DEVELOPMENT DESIGN

Sec. 7.410 Required Improvements

- A. **Design and installation of improvements.**
1. All improvements required by this Code and related City regulations shall be designed and installed in accordance with the Edinburg's Comprehensive Plan and any amendments thereto.
 2. All improvements shall be furnished, installed, and constructed by the developer at no cost to the City. Escrows may be required for off-site improvements that are required by this Code.
 3. Plans and specifications for the improvements herein set forth shall be prepared by a registered professional engineer according to prevailing standards of the City's Engineering Standards Manual. Where plans and specifications have been approved by the City and a conflict arises, the City's Engineering Standards shall prevail, unless otherwise approved in writing by the City Engineer.
- B. **Acceptance of improvements prior to recordation of final plat.** If the subdivider chooses to construct the required improvements prior to recording the final plat, all such construction shall be inspected while in progress by the appropriate city department, and must be approved upon completion by the City Engineer or his authorized representative. A certificate by such officer stating that the construction conforms to the specifications and standards contained in or referred to in this Code must be presented to the Director of Planning and Zoning prior to recordation of the final plat.
- C. **Security.** If the subdivider chooses to file security in lieu of completing construction prior to the final plat approval for recordation, he may utilize one of the methods set out in this subsection. Generally, the choice of method is in the sub-divider's discretion. However, if the City Engineer finds that past activity of the developer provides cause to require a certain type of security, then the type of security shall be decided by the City Engineer. If the subdivider chooses to file security, the plat shall not be approved for recordation unless the subdivider has done one of the following:
1. **Performance bond.** The developer has filed with the Administrator a bond executed by a surety company holding a license to do business in the state, and acceptable to the City, in an amount equal to the cost of the improvements required by this Code, and within the time for completion of the improvements as approved by the City Engineer. The performance bond shall be approved as to form and legality by the city attorney.
 2. **Trust agreement.** The developer has placed on deposit in a bank or trust company, in the name of the city and approved by the city, in a trust account, a sum of money equal to the estimated cost of all site improvements required by this chapter, the cost and time of completion as approved by the City Engineer. Selection of the trustee shall be executed on the form provided by the city and approved as to form and legality by the city attorney. Periodic withdrawals may be made from the trust account for a progressive payment of installation cost. The amounts of such withdrawals shall be based upon progress and work estimates approved by the City Engineer. All such withdrawals shall be approved by the trustee.
 3. **Letter of credit.** The developer has filed with the Director of Planning and Zoning a letter, on the form provided by the City, signed by the principal officer of a local bank or local federally insured savings and loan association or other financial institution acceptable to the city, agreeing to pay to the City, on demand, a stipulated sum of money to apply to the estimated cost of installation of all improvements for which the subdivider or developer is responsible under this Code. The guaranteed payment sum shall be estimated costs and scheduling as approved by the City Engineer. The letter shall state the name of the subdivision and shall list the improvements for which the subdivider or developer is required to provide. A letter of credit form is provided in the Engineering Standards Manual, latest edition.
- D. **Acceptance or rejection of construction.** If one of the three types of security is filed by the subdivider pursuant to C above, the City Engineer shall inspect the construction of the improvements while in progress, and he shall inspect

each improvement upon completion of construction. After final inspection, he shall notify the subdivider and the Director of Planning and Zoning in writing as to his acceptance or rejection of the construction. He shall reject such construction only if it fails to comply with the standards and specifications contained or referred to in this Code. If he rejects such construction, the Director of Planning and Zoning shall, on direction of the City Council, proceed to enforce the developer's guarantee.

- E. **Extension of time.** Where good cause exists, the City Engineer may extend the period of time required for completion of improvements. Such extension of time shall be reported to the Director of Planning and Zoning. No such extension shall be granted unless security as provided in C above has been provided by the subdivider covering the extended period of time.
- F. **Utility upgrade agreement.** The City may require that the developer upgrade the capacity of municipal utility lines in order to provide adequate facilities to future development in the area of the proposed development. To this end, the City Council may authorize the City Manager to enter into a participation agreement or development agreement that sets out the City's share of additional costs of standard line sizes, and the method and timing of repayment to the developer. The written agreement shall fairly apportion the cost of providing the upgraded capacity, and shall be executed between the developer and the City prior to the final approval of plans and specifications. The form and methodology of the utility upgrade agreement is provided in Appendix A, *Model Subdivision Forms*.
- G. **Construction.** No construction may take place until plans and specifications for municipal utilities are approved by the Planning and Zoning Commission and until all required approvals for construction of water, sewer, and storm water facilities have been received from the Texas Commission on Environmental Quality (TCEQ).
- H. **As-built drawings and engineering certificate.**
 - 1. Three sets of digital and paper copies of "as-built" plans and specifications, certified and signed by an engineer registered in the State of Texas, shall be filed with the Administrator prior to the acceptance by the Planning and Zoning Commission of any improvements installed by the subdivider.
 - 2. Upon the completion of construction, a certificate shall be provided, signed by the subdivision's registered engineer, that any and all improvements constructed in the subdivision have been completed in accordance with the approved construction plans, and that all monuments and lot markers have been properly located and placed in accordance with this Code, as applicable.
- I. **Guarantee.** The subdivider shall guarantee performance of the subdivision improvements for a period of one year through a performance bond or trust agreement, as provided in C1 and C2 above.

ARTICLE 8 STREETS, UTILITIES, AND DRAINAGE

DIVISION 8.200 STREETS, SIDEWALKS, AND TRAILS

Sec. 8.204 Street Standards

A. **Streets.** The standards in Table 8.204, *Street Standards*, shall govern all street construction, except with regard to State highways, which shall meet Texas Department of Transportation (TxDOT) specifications.

Table 8.204 Street Standards ¹		
Right-of-way Width	Paving Width ²	Paving Sections Escrow
50 ft. (w/5 ft. U.E.) Minor (60 ft. with street trees)	32 ft. B-B	8-inch Caliche 2-inch HMAC
60 ft. Residential Collector ³	43 ft. 2 lanes (+) 2 park (+) C&G ⁴	8-inch Caliche 2-inch HMAC
80 ft. Collector	57 ft. B-B 2 lanes (1 OL) (+) 2 park (+) C&G	10-inch Caliche 2-inch HMAC
100 ft. Minor Arterial	65 ft. B-B 5 lanes (1CL) (+) C&G	12-inch Caliche 3-inch HMAC
120 ft. Arterial	81 ft. B-B 5 lanes (1CL) (+) 2 park (+) C&G 1 side	12-inch Caliche 3-inch HMAC

¹ Source: City Standards Manual, Section II-3.
² Travel lanes are 12 ft. wide and parking lanes ("park") are 8 ft. wide. Continuous Left (CL) and Occasional Left (OL) lanes are 14 ft. wide.
³ Multi-family subdivisions shall be required to comply with residential collector street standards.
⁴ C&G means 1.5 ft. wide curb and gutter on each side of the street.

Sec. 8.213 Sidewalks

A. **Sidewalk plan and permit required.** A sidewalk plan shall be submitted with the preliminary plat, development plat, and minor plat application and with the building permit application for un-platted property. A sidewalk permit shall be required to ensure compliance with the approved Sidewalk Plan. The sidewalk permit shall be filed with and reviewed by the City Engineer in accordance with the permit requirements set forth in Chapter 98 of the Code of Ordinances.

B. Location of sidewalks.

1. Sidewalks shall be provided in the area between the parkway and the edge of the right-of-way, as shown in the Engineering Standards Manual, latest edition.
2. The outer boundaries of sidewalks shall be located in the platted street right-of-way, generally one foot from the property line. This one foot width shall be subtracted from the required parkway width. Sidewalks may meander into the parkway to protect the root system of a mature tree, provided that no sidewalk be located closer than four feet to the back of curb or edge of pavement if no curb is present. This arrangement shall not reduce the right-of-way width requirement.
3. Walks shall also be installed in any pedestrian easements as may be required by the Planning Department.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Variance Request to the City's Unified Development Code as follows: Article 7 – Plat and Site Plan Design, Division 7.400 Subdivision Development, for Pueblo De Palmas 19 Subdivision, Being a 19.75 Acre Tract of Land out of Lots 10, 11, & 12, Block 40, Amended Santa Cruz Gardens Unit #2, Located on the North side of Davis Road and the West side of Kenyon Road, as Requested by Melden and Hunt, Inc. [Jesus R. Saenz, Director of Planning & Zoning]

STAFF COMMENTS AND RECOMMENDATION:

Melden and Hunt, the project engineering firm for the above referenced subdivision is requesting a variance to the City's Unified Development Code for a Residential Development on the Street Improvements Standards. The proposed development is located in the vicinity of the northwest corner of Davis Road and Kenyon Road.

1. **Article 7 – Plat and Site Plan Design; Division 7.400 Subdivision and Development Design; Division 7.410 Required Improvements.**

Variance Request: on improvements on widening of Kenyon Road (Unpaved) and Carmon Road (Unpaved) to consider county rural pavement section of 24-feet in width.

According to the adopted **Hidalgo County MPO Thoroughfare Plan** and **UDC Article 7-Plat and Site Plan Design; Division 7.400 Subdivision and Development Design**, the pavement section required for Kenyon Road which is fifty-seven (57) feet Back to Back, which will require an additional pavement section of twenty-eight and one-half (28.5) feet. Cameron Road requires a pavement section of forty-three (43)-feet Back to Back, which will require an additional pavement section of twenty-one and one half (21.5)-feet.

Staff recommends said development comply with the UDC Article 7 requirements on the widening of Kenyon Road and Cameron Road, a designated collector and residential collector street.

The Planning and Zoning Commission recommended Denial of this Variance Request with a vote of 5-0.

RECOMMENDATION:

Staff's recommendation: Denial of this Variance Request.

REVIEWED BY:

PREPARED BY:

Â /s/Richard M.
Hinojosa

Richard M. Hinojosa
City Manager

Â /s/Ricardo Palacios by CP

Ricardo Palacios
City Attorney

/s/ Jesus R. Saenz

Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

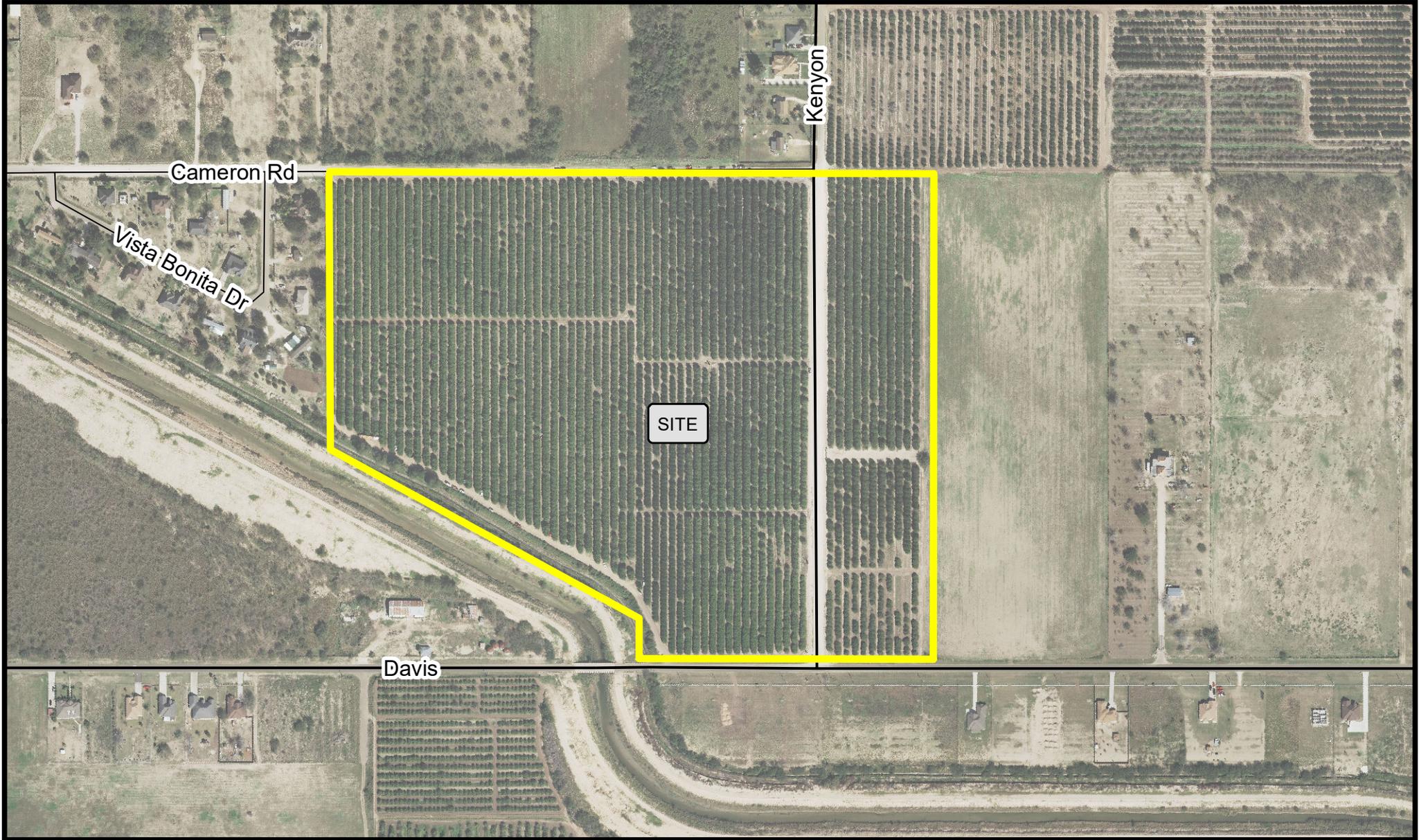
Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

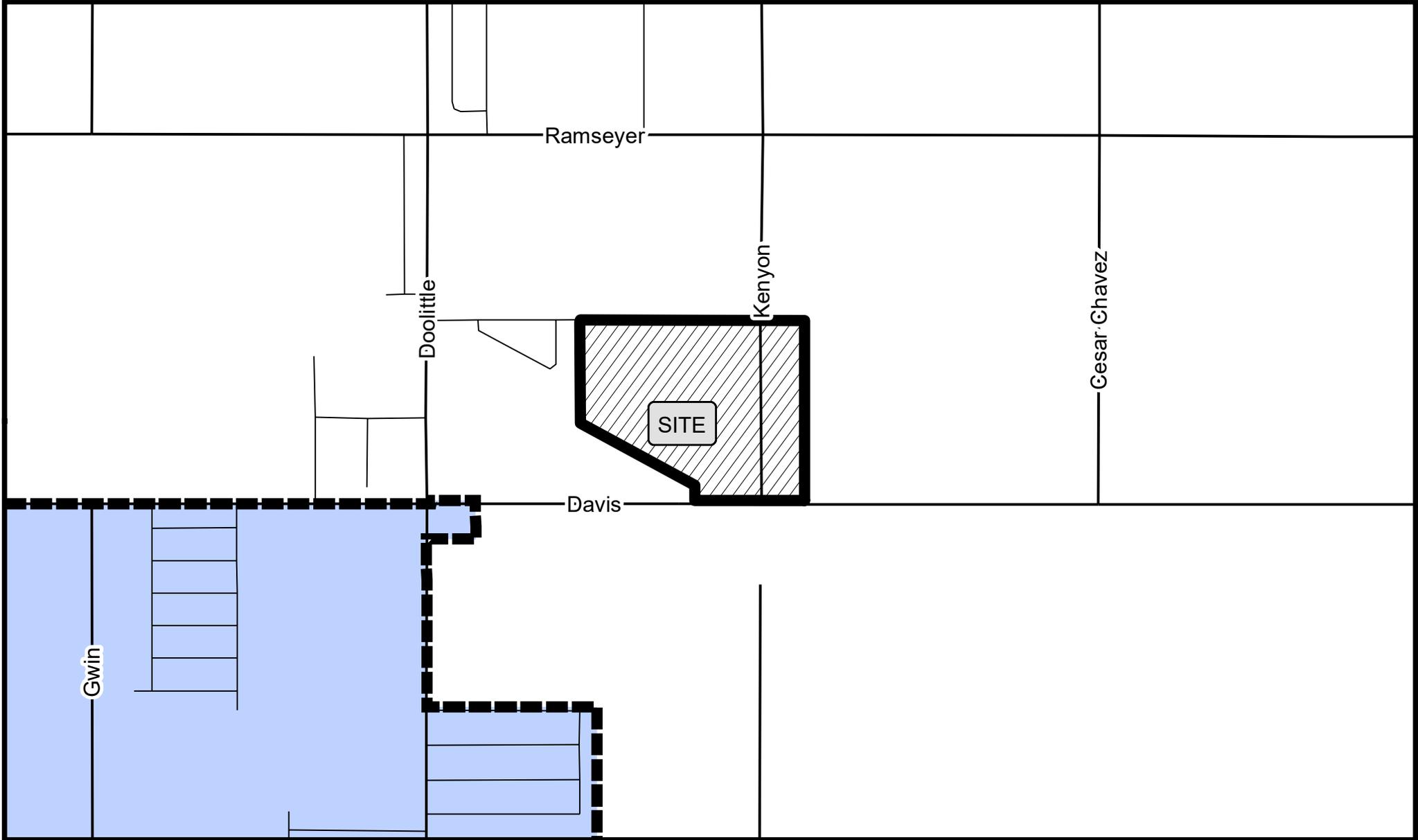
Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

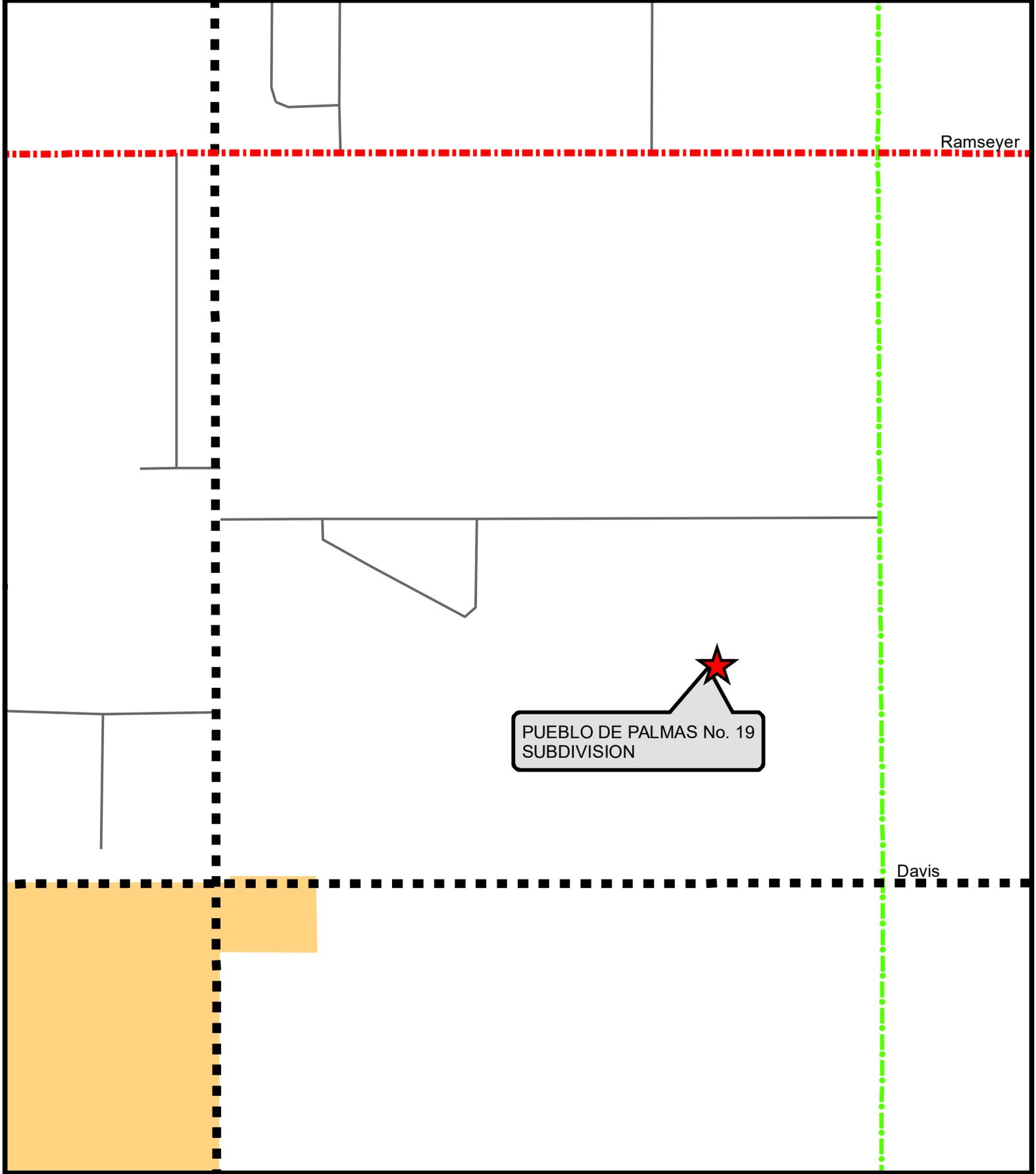
David Torres
Councilmember



PUEBLO DE PALMAS
PHASE 19



PUEBLO DE PALMAS
PHASE 19



Ramseyer

Davis

PUEBLO DE PALMAS No. 19
SUBDIVISION

CITY THOROUGHFARE PLAN

- Legend**
- Expressway 350'
 - High Speed Arterial 150'
 - Principal Arterial 120'
 - Minor Arterial 100'
 - Collector 80'
 - Prop. Collector 80'
 - CityBoundary



Edinburg Gateway Plan
An Agenda For 2025

1 inch = 500 feet

ARTICLE 7 PLAT AND SITE PLAN DESIGN

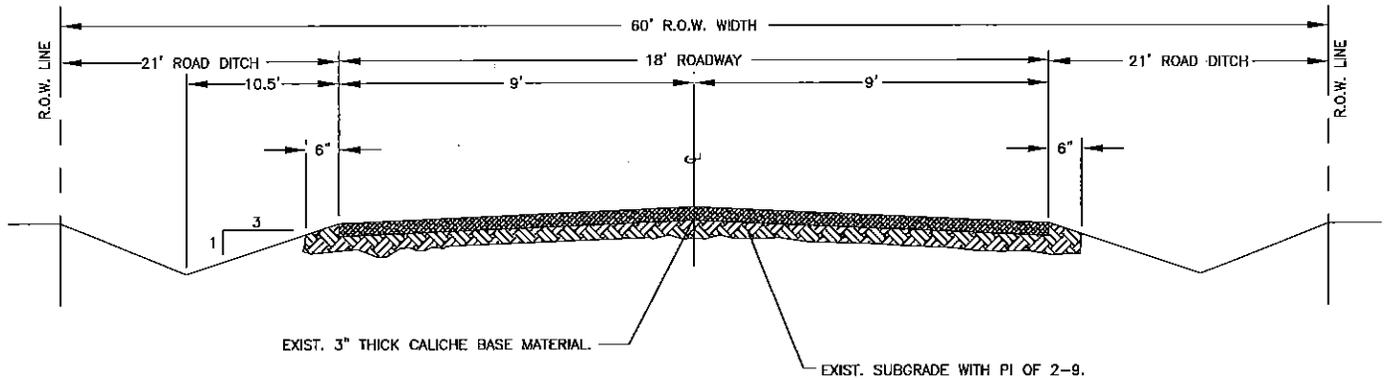
DIVISION 7.500 DEDICATION OF LAND AND IMPROVEMENTS; FEES IN LIEU

K. Fee In Lieu of Dedication.

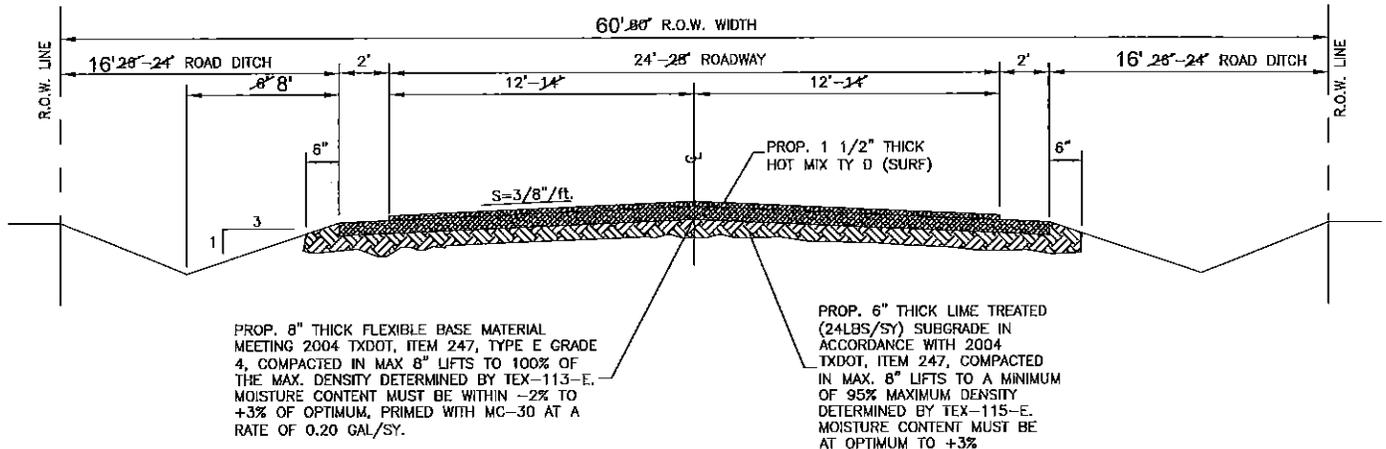
1. **When Required.** The City may, at its option, require a fee in lieu for all or part of the required parkland conveyance under the following circumstances:
 - a. When less than five acres is required to be conveyed;
 - b. Where the proposed parkland does not meet the standards set forth in H above and there is no reasonable alternative location on the parcel proposed for development that does meet those standards;
 - c. When a re-plat or amending plat within the City limits is submitted with increased density and there is no remaining land available for the development of a park; or
 - d. The City determines that sufficient park area is already in the public domain in the park zone of the proposed development, or the potential for that area would be better served by expanding or improving an existing park or constructing a larger community or regional park suitable for several neighborhoods.

2. **In-Lieu Fee Amount.** Where the payment of a fee-in-lieu of parkland dedication is required or acceptable to the City as provided for in this section, such fee shall be in an amount specified in Table 7.504, *Fee-In-Lieu*.

Table 7.504 Fee-In-Lieu ¹		
From	To	
Jan. 1, 2007	Dec. 31, 2007	\$450
Jan. 1, 2008	Dec. 31, 2008	\$500
Jan. 1, 2009	Dec. 31, 2009	\$550
Jan. 1, 2010	Dec. 31, 2010	\$600
¹ The rates are based on projected inflationary influences of the cost of the value of real property for the City of Edinburg and shall be reviewed at least every five years.		



EXISTING CAMERON ROAD



PROPOSED CAMERON ROAD



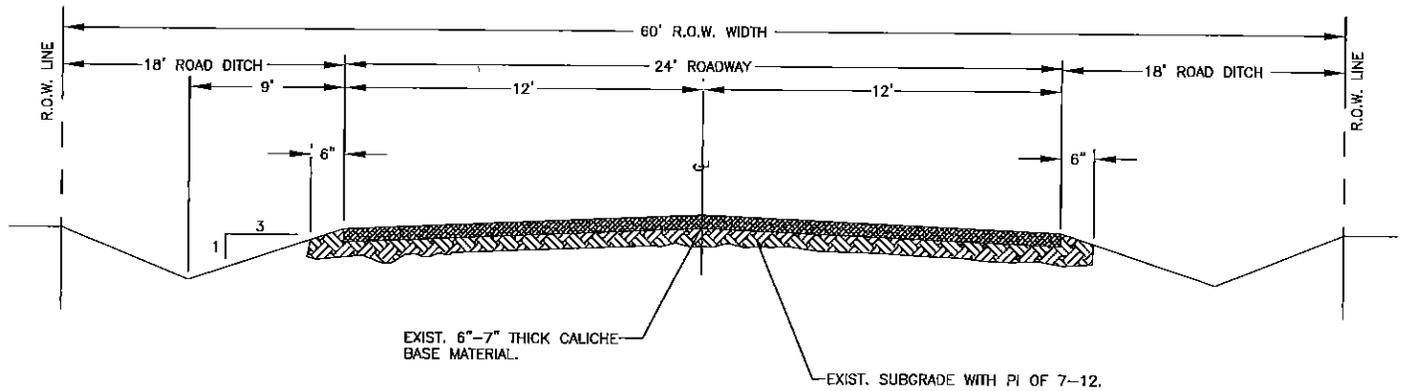
TBPLS No. 10096900

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

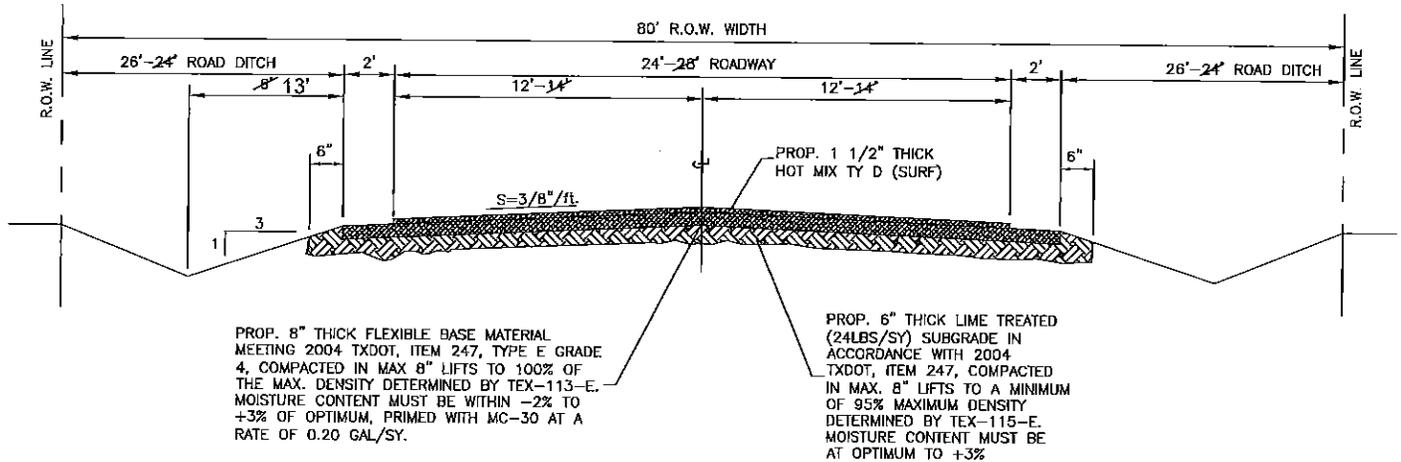
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591

BOOK T-1000, PG. 5-6, 9-10
DATE:
JOB No. 15139.01
FILE NAME: 15139.00
DRAWN BY:

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com



EXISTING KENYON ROAD



PROPOSED KENYON ROAD



TBPLS No. 10096900

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
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BOOK T-1000, PG. 5-6, 9-10

DATE:
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ESTABLISHED 1947
www.meldenandhunt.com

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Variance Request to the City's Unified Development Code as follows: Article 3, Districts and Bulk Standards, Section 3.303 Multi-Family, for Russell Village Subdivision, 15.00 Acre Tract of Land out of Lot 16, Section 239, Texas-Mexican Railway Company Survey, Located on the North Side of Russell Road and East of Sugar Road, as Requested by J & R Engineering, LLC. [Jesus R. Saenz, Director of Planning & Zoning]

STAFF COMMENTS AND RECOMMENDATION:

J & R Engineering, LLC, project engineering firm for the above referenced subdivision is requesting a variance to the City's Unified Development Code for Multi-Family Development on Building Standards. The proposed development is located on the north side of Mile 17 ½ North Road (Russell Road), approximately 1,820.00-feet east of Sugar Road.

1. **Article 3 - Districts and Bulk Standards, Division 3.300-Bulk Regulation and Standard Development, Table 3.303-Multi-Family Lot and Building Standards**

Variance Request: for Lots 1 thru 28 rear setback reduction at 10-feet.

According to the adopted **Unified Development Code, Article 3 Districts and Bulk Standards, Division 3.300-Bulk Regulation and Standard Development, Table 3.303-Multi-Family Lot and Building Standards**, Lot rear setback requires a minimum of 20-feet.

Staff recommends the Engineer/Developer comply with lot rear setback line as required by code.

The Planning and Zoning Commission recommended Denial of this variance Request with a 5-0 vote.

RECOMMENDATION:

Staff's Recommendation: Denial of this Variance Request.

REVIEWED BY:

PREPARED BY:

Â /s/Richard M.
Hinojosa

Richard M. Hinojosa
City Manager

Â /s/ Ricardo Palacios by CP

Ricardo Palacios
City Attorney

/s/ Jesus R. Saenz

Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

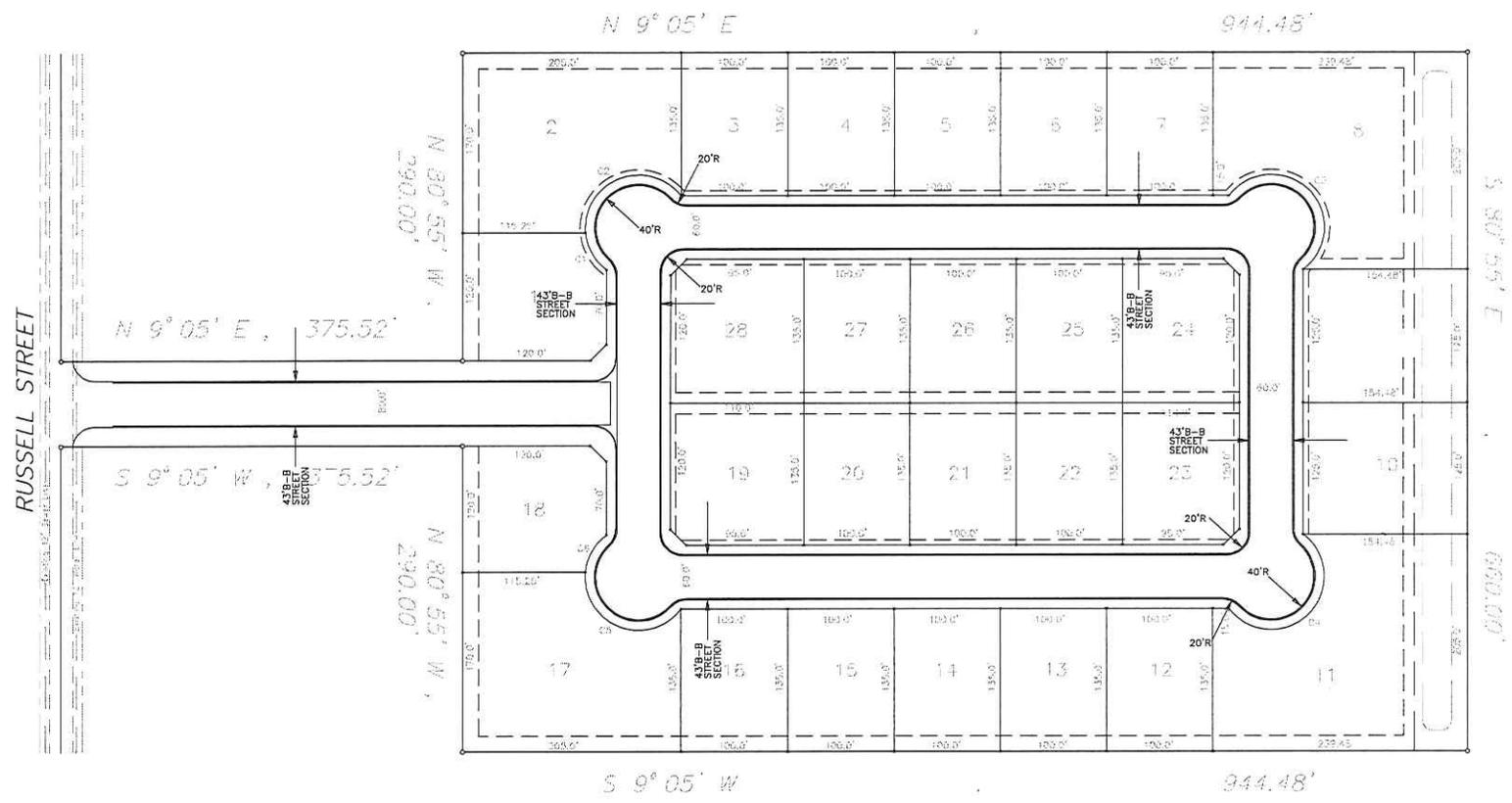
Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

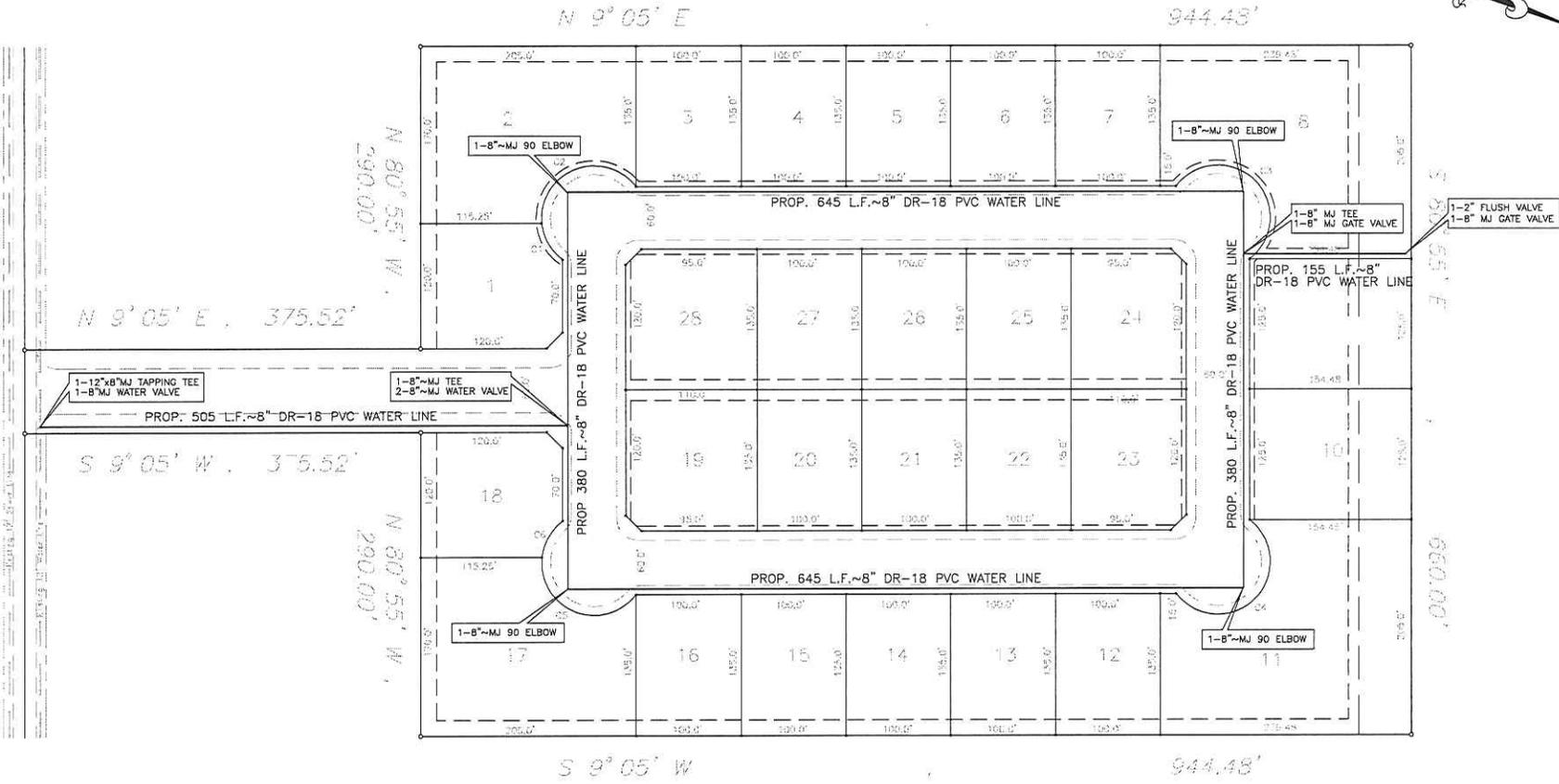


**PRELIMINARY
COLLECTOR STREET IMPROVEMENTS
RUSSELL VILLAGE SUBDIVISION**

A 15.00 ACRE TRACT OF LAND OUT OF LOT 16, SECTION 239, TEXAS MEXICAN RAILWAY COMPANY SURVEY IN HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

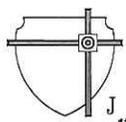


RUSSELL STREET



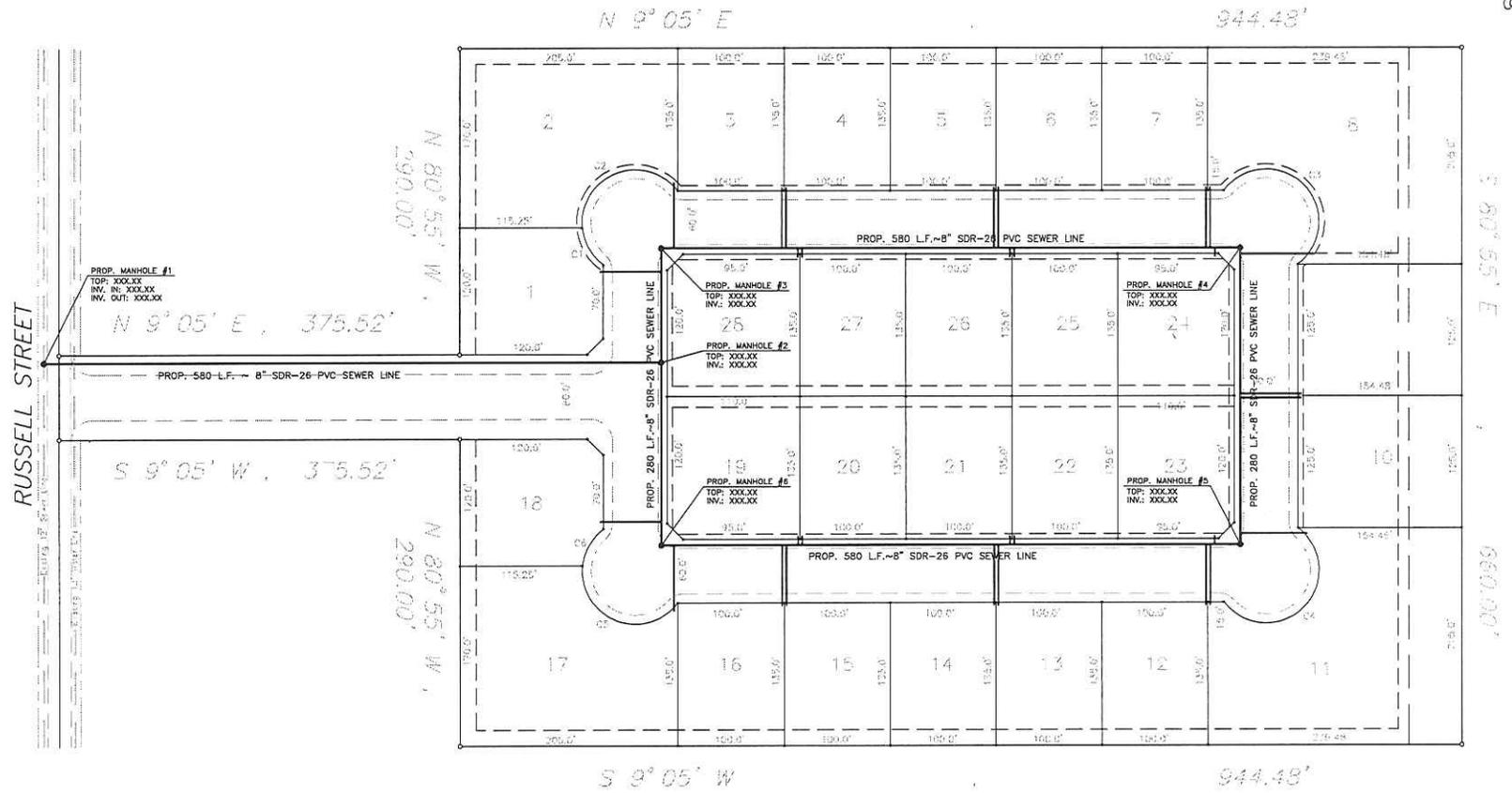
**PRELIMINARY
WATER DISTRIBUTION SYSTEM
RUSSELL VILLAGE SUBDIVISION**

A 15.00 ACRE TRACT OF LAND OUT OF LOT 16, SECTION 239, TEXAS MEXICAN RAILWAY COMPANY SURVEY IN HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



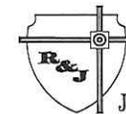
SCALE : 1"=50'

J & R ENGINEERING
1209 S. 10th STREET SUITE A538
McALLEN, TEXAS 78502
FIRM NO. 12581
LIC. NO. 98352



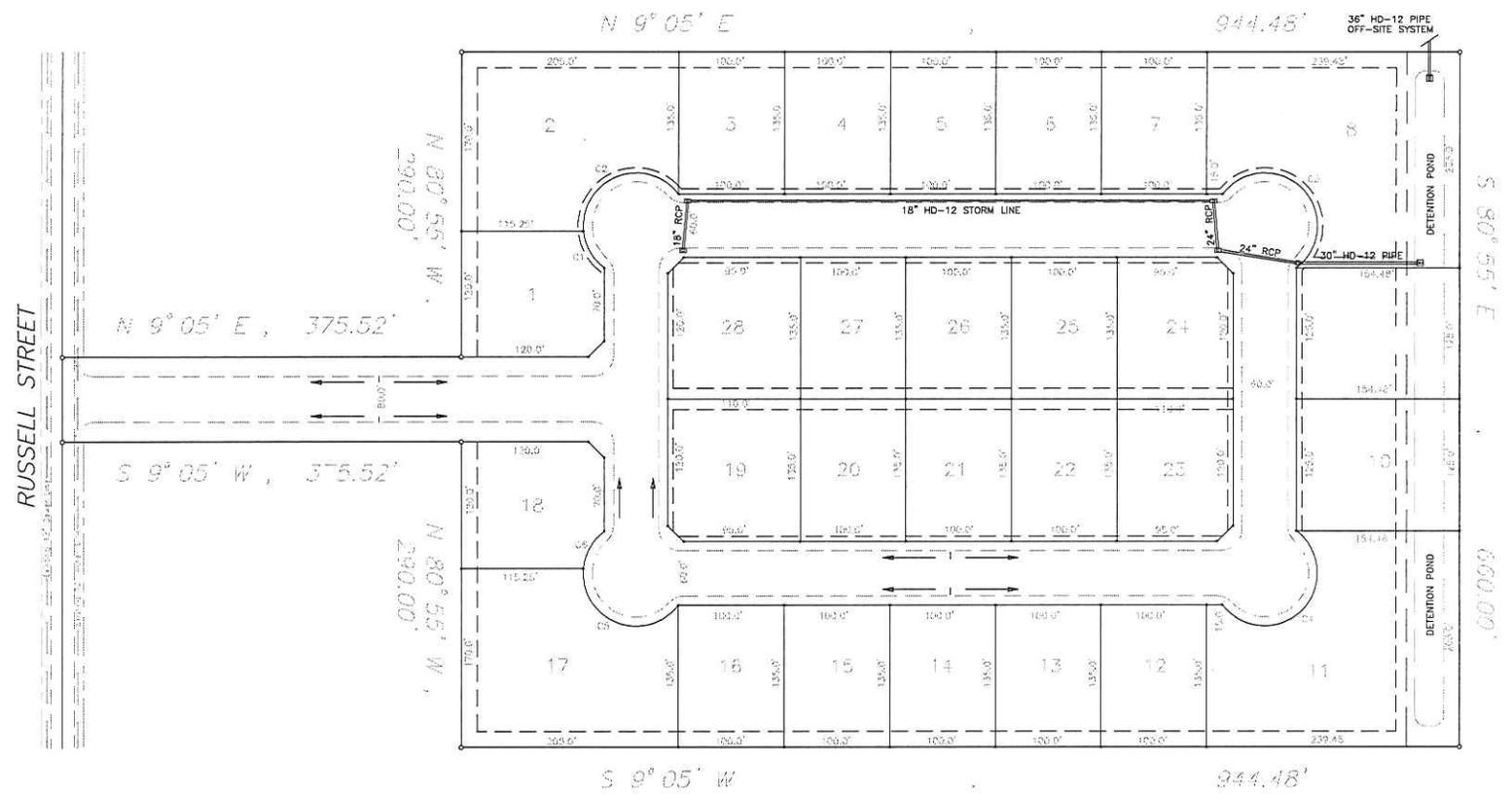
PRELIMINARY
SEWER COLLECTION SYSTEM
RUSSELL VILLAGE SUBDIVISION

A 15.00 ACRE TRACT OF LAND OUT OF LOT 16, SECTION 239, TEXAS MEXICAN RAILWAY COMPANY SURVEY IN HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



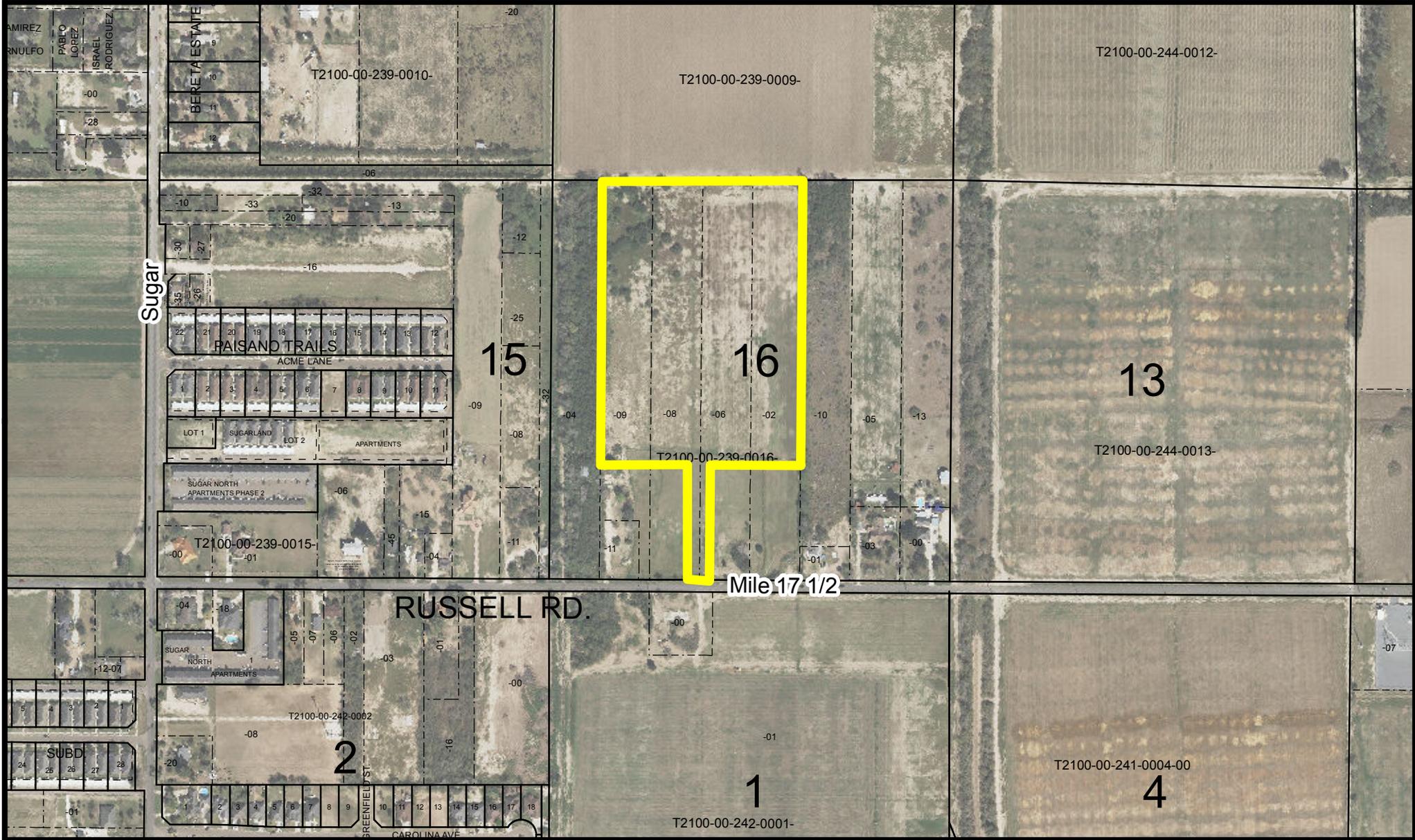
SCALE : 1"=50'

J & R ENGINEERING
 1209 S. 10th STREET SUITE A539
 McALLEN, TEXAS 78502
 FIRM NO. 12581
 LIC. NO. 98352



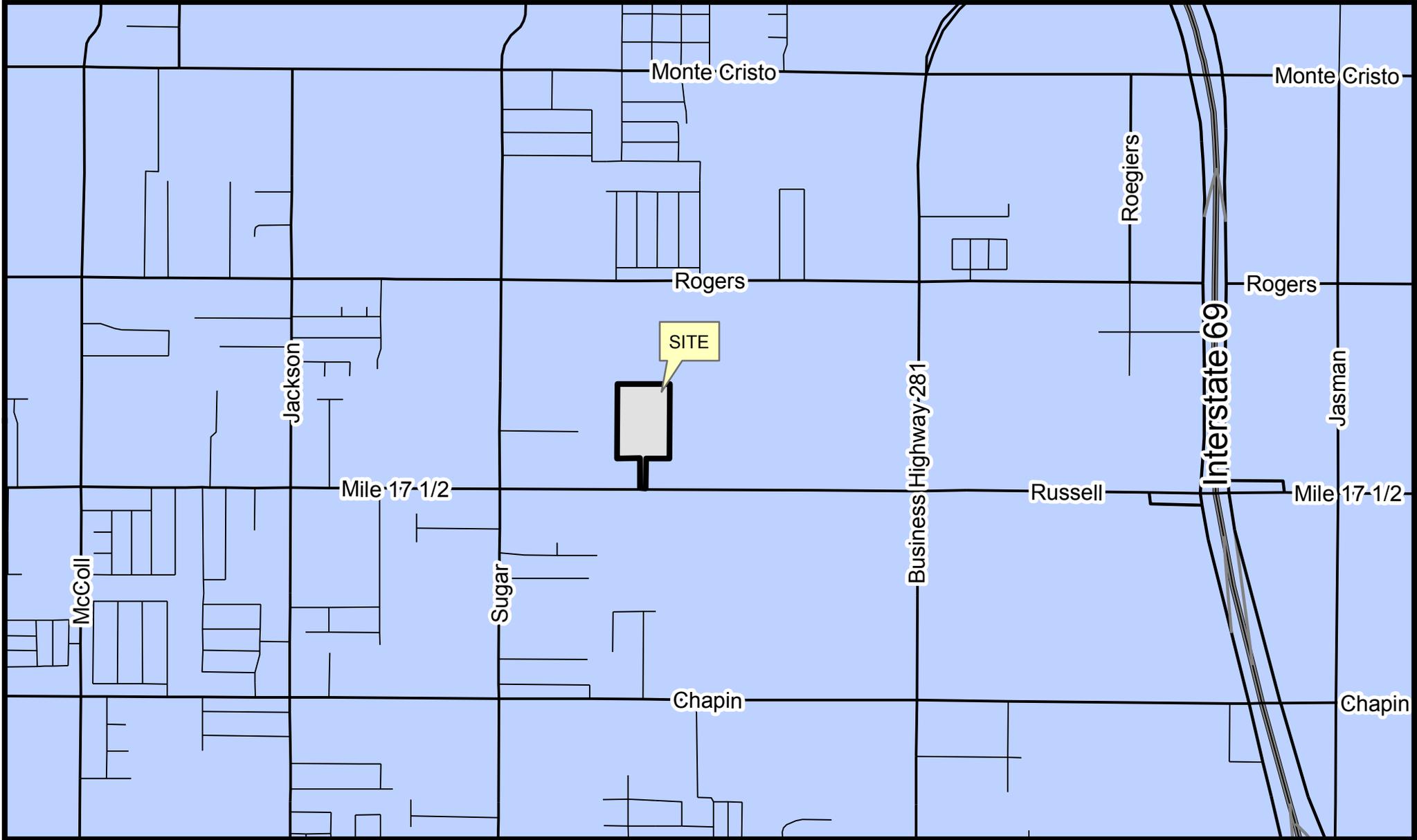
**PRELIMINARY
DRAINAGE SYSTEM IMPROVEMENTS
RUSSELL VILLAGE SUBDIVISION**

A 15.00 ACRE TRACT OF LAND OUT OF LOT 16, SECTION 239, TEXAS MEXICAN RAILWAY COMPANY SURVEY IN HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



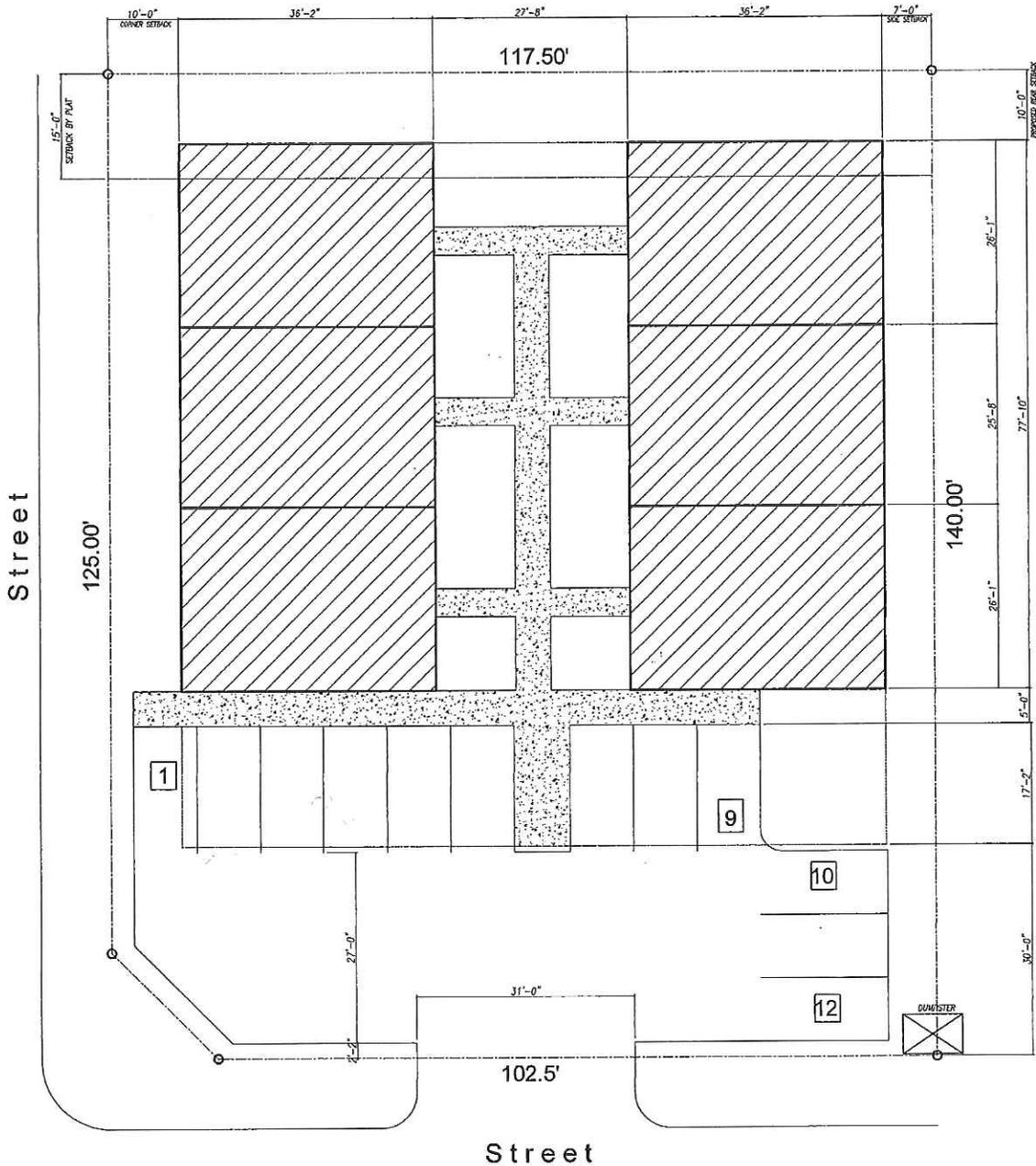
RUSSELL VILLAGE SUBDIVISION





RUSSELL VILLAGE SUBDIVISION

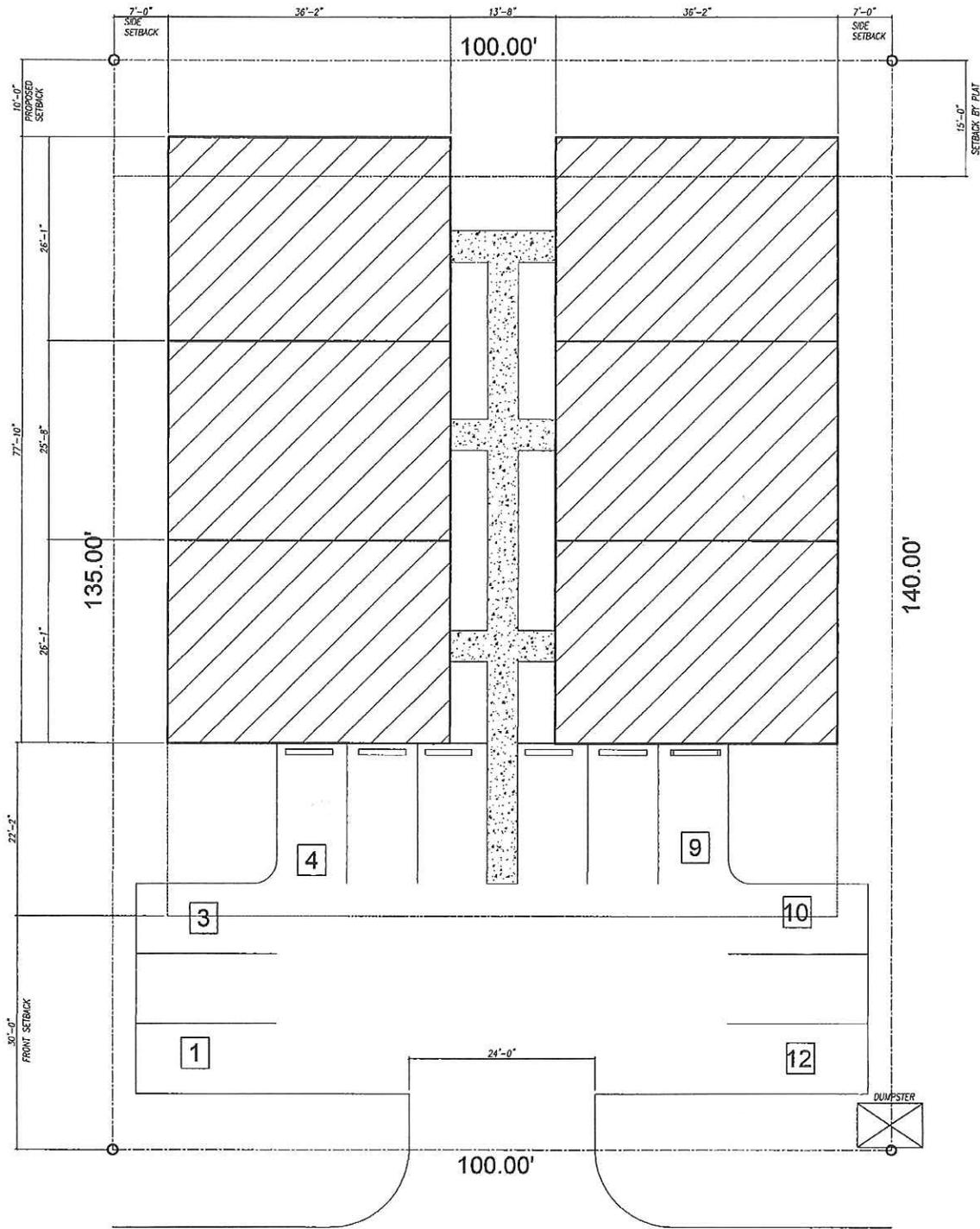




Site Plan

6 - Units Apts. Complex.
2- Bedrms.

Living Per Units = 1014.0ft.
For Lots. = 19,23,24 and 28



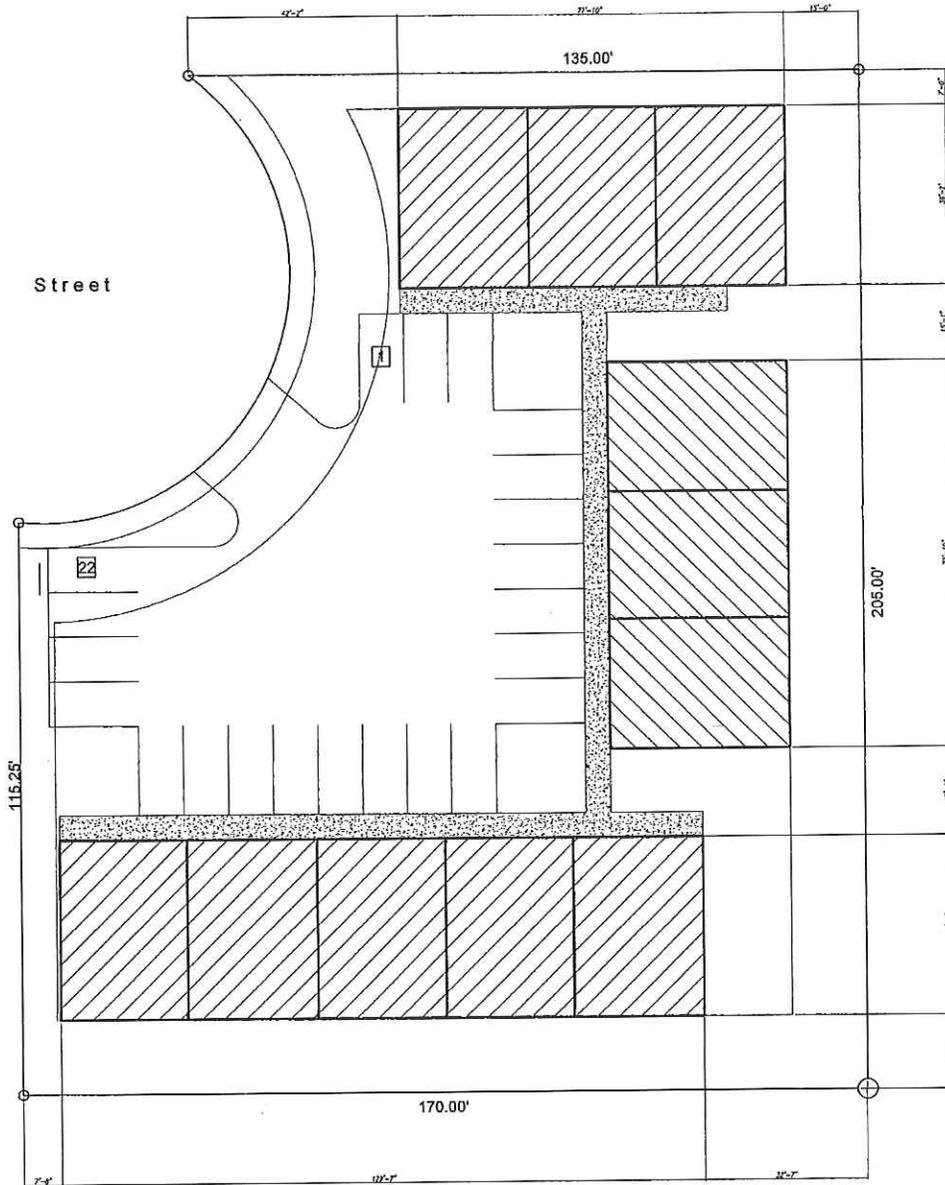
Street

Site Plan

6 - Units Apts. Complex.
2- Bedrms.

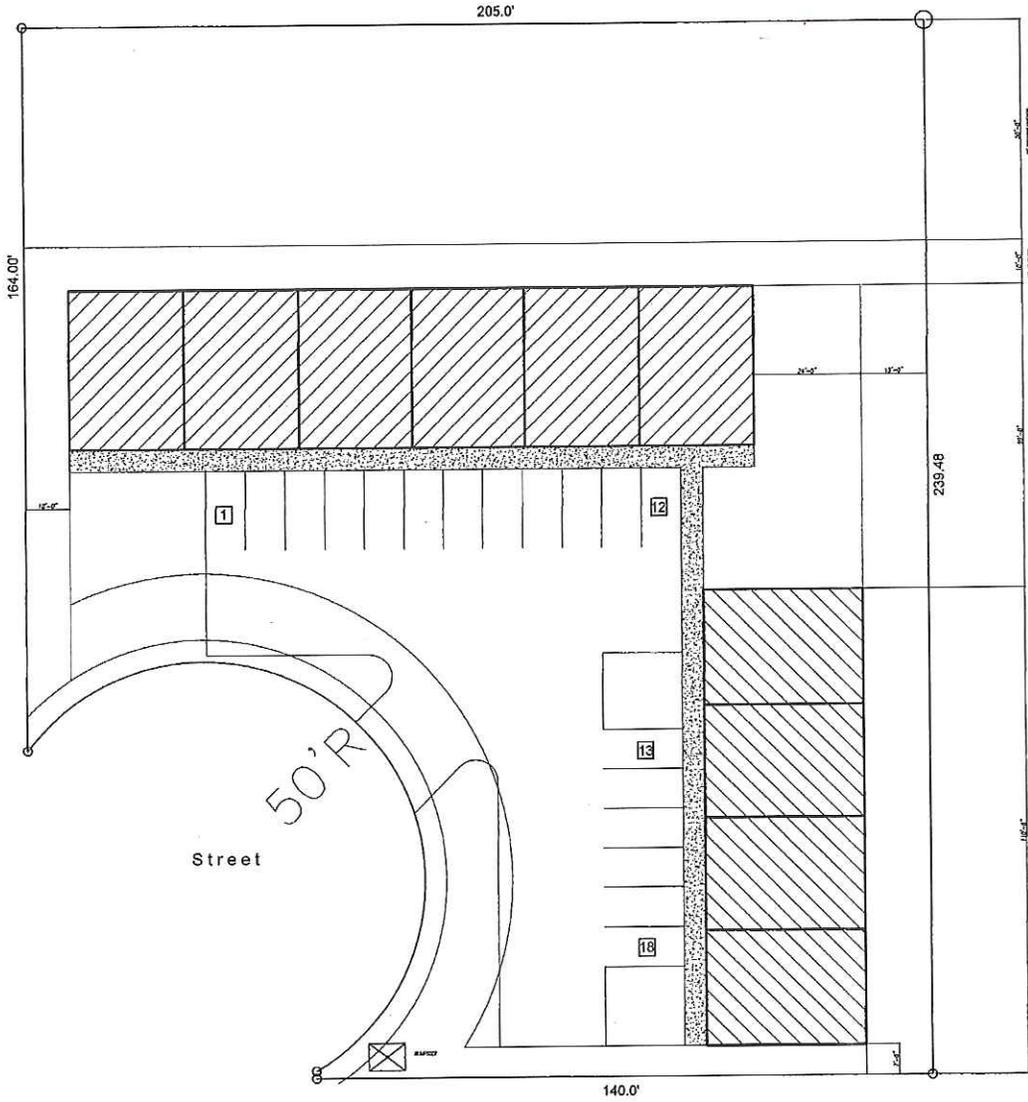
Living Per Units = 1014.0ft.

For Lots. = 20,21,22,25,26,and27

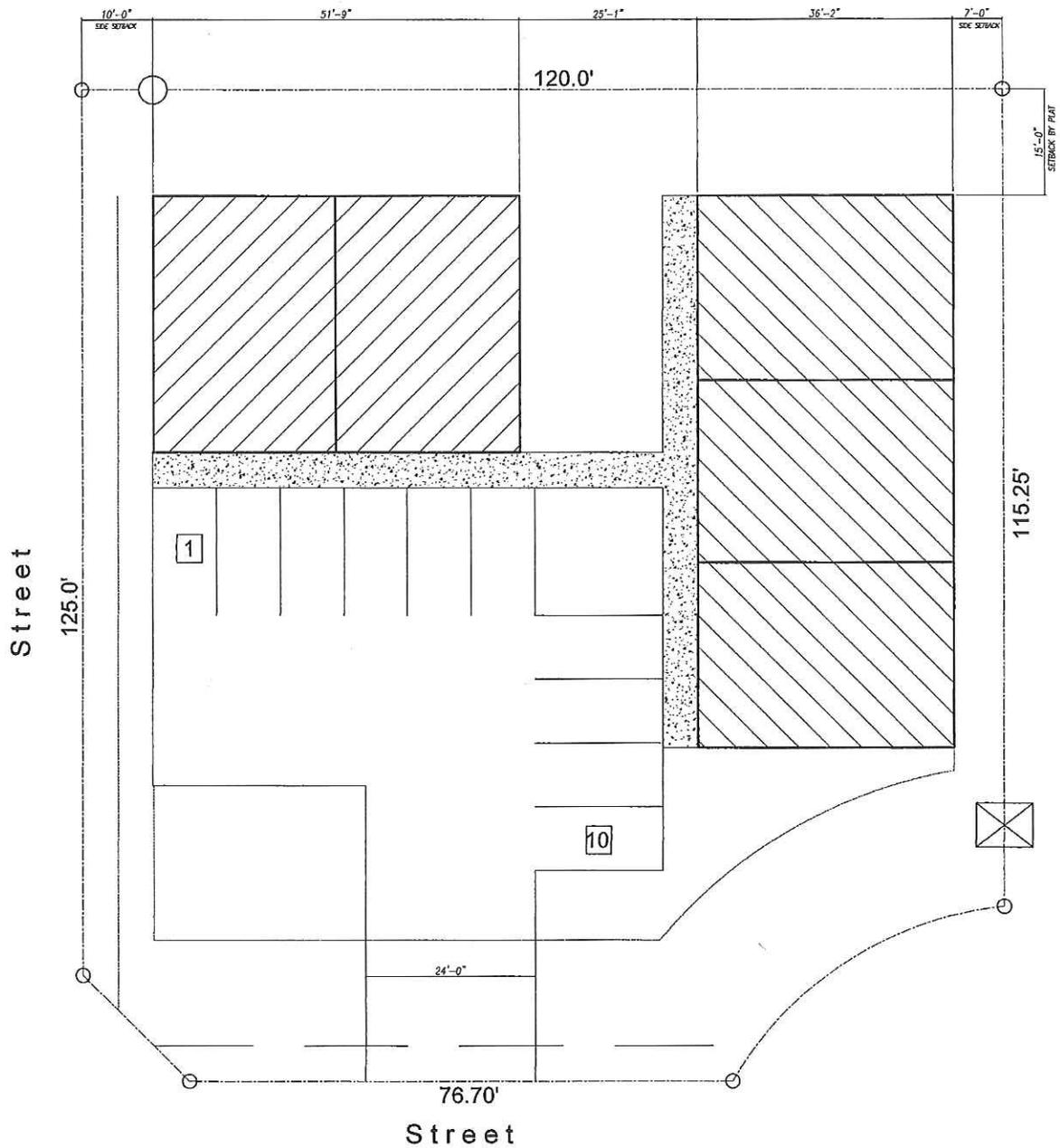


Site Plan

11 - Units Apts. Complex.
 2- Bedrms.
 Living Per Units = 1014.0ft.
 For Lots. = 2 and 17



Site Plan
 10 - Units Apts. Complex.
 2- Bedrms.
 Living Per Units = 1014.0ft.
 For Lots. = 8 and 11



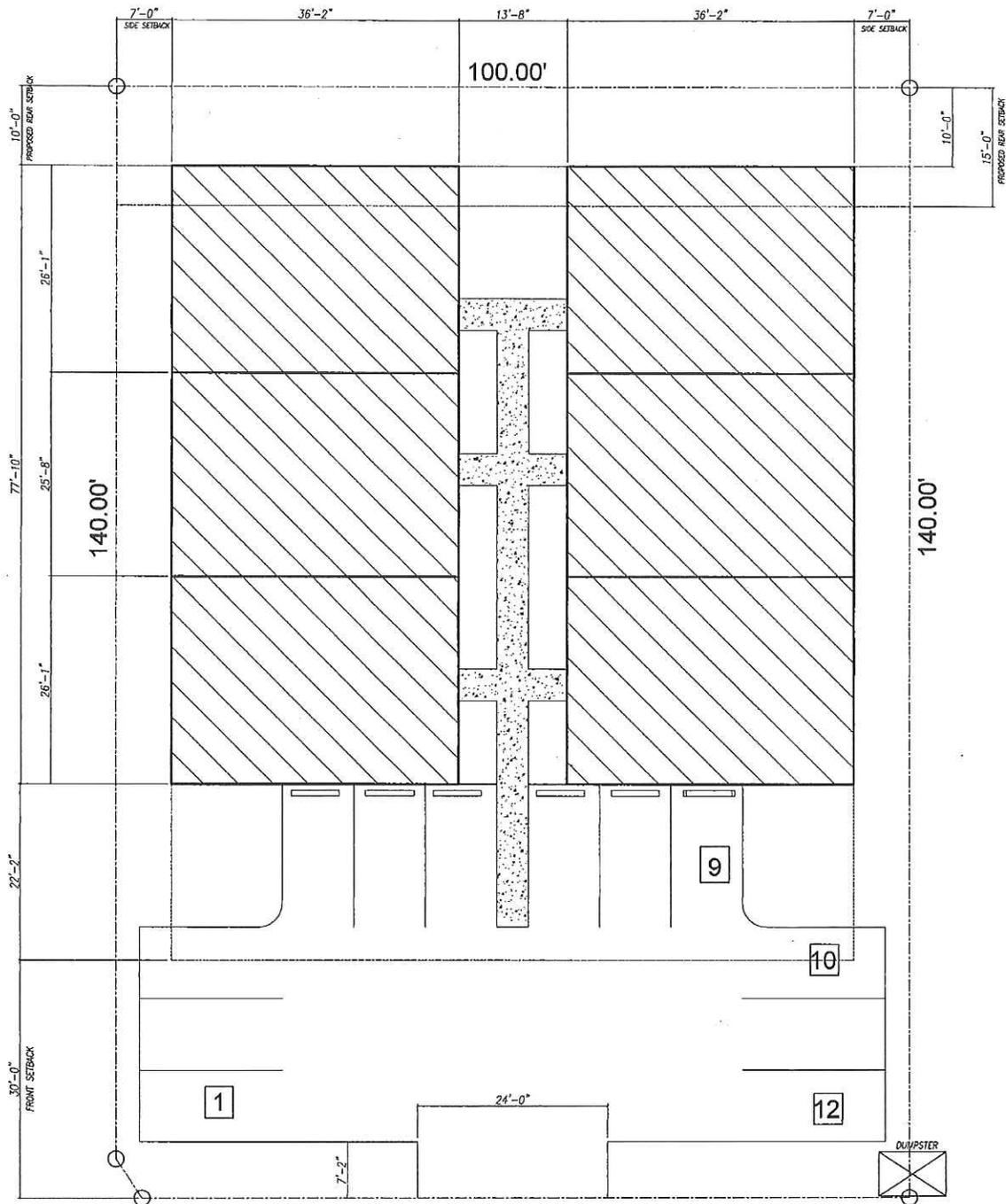
Site Plan

5 - Units Apts. Complex.

2- Bedrms.

Living Per Units = 1014.0ft.

For Lots. = 1 and 18



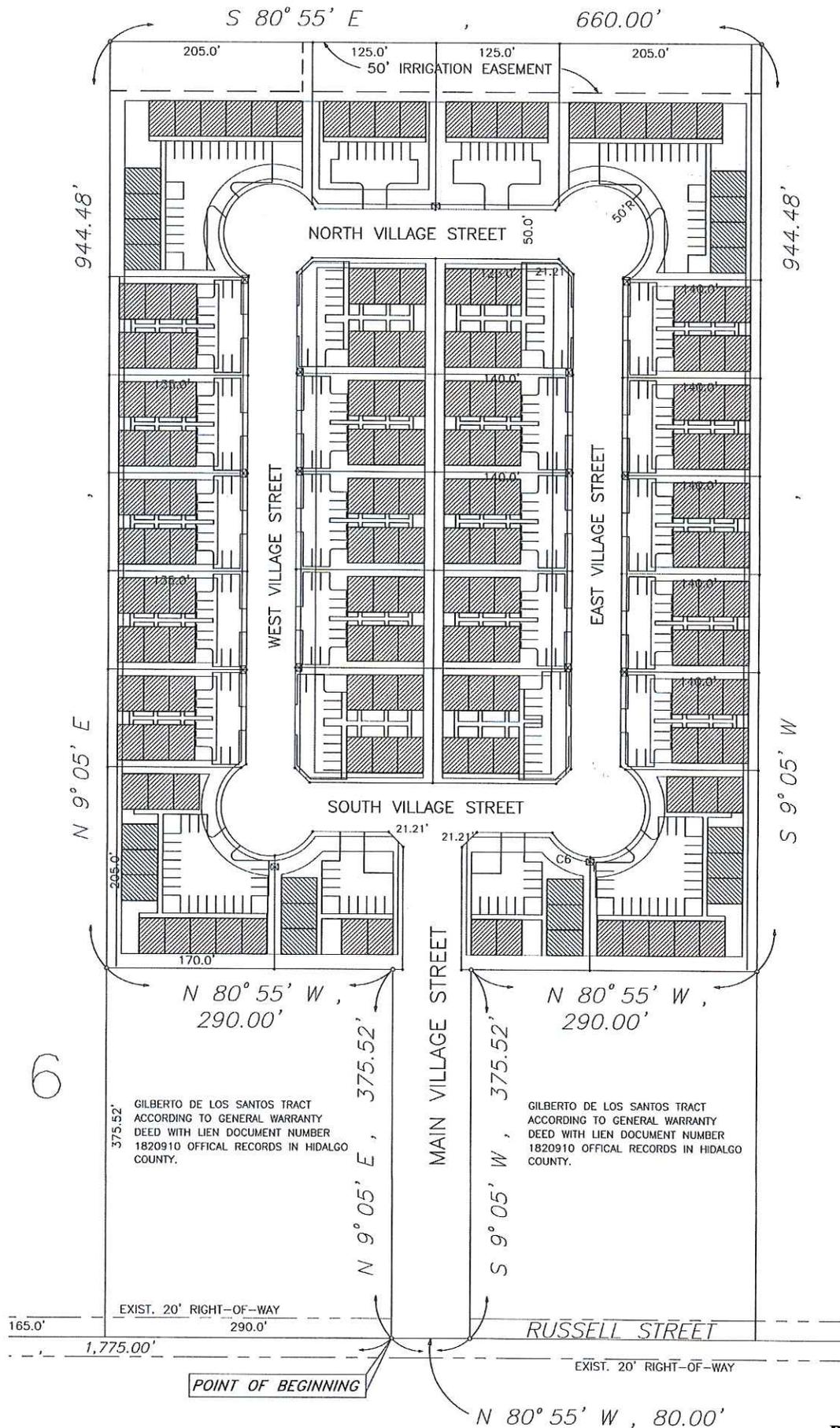
Street

Site Plan

6 - Units Apts. Complex.
2- Bedrms.

Living Per Units = 1014.0ft.

For Lots. = 3,4,5,6,7,12,13,14,15 and 16



Reference:

Table 3.303 Multi-Family Lot and Building Standards						
Zoning District	Minimum					Maximum
	Lot Area per Building (sf.)	Lot Width (ft.) ¹	Street Yard (ft.) ²	Side Yard total (ft.) ²	Rear Yard (ft.) ²	
Auto-Urban Residential (AU)	10,000	100	20	12	20	40
Urban Residential (UR)	10,000	100	20	12	20	48
Urban University (UU)	15,000	100	20	12	20	60
Downtown (D)	10,000	100	20	12	20	72

¹ Along arterials, frontages in excess of the minimum lot width may be required. See Division 9.400, *Access Management and Circulation*.

² If a larger buffer-yard is required, the setback shall be the width of the buffer-yard.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Variance Request to the City's Unified Development Code as follows: Article 3, Districts and Bulk Standards, Section 3.303 Single-Family, for Canton Heights Subdivision, 15.00 Acre Tract of Land out of Lot 11, Kelly-Pharr Subdivision, Located on the South Side of Canton Road and East of Sugar Road, as Requested by SAMES Engineering. [Jesus R. Saenz, Director of Planning & Zoning]

STAFF COMMENTS AND RECOMMENDATION:

SAMES Engineering & Surveying, project engineering firm for the above referenced subdivision is requesting a variance to the City's Unified Development Code for a Single -Family Development on Building Standards. The proposed development is located on the south side of Canton Road, approximately 1,560.00-feet east of Sugar Road.

1. **Article 3 - Districts and Bulk Standards, Division 3.300-Bulk Regulation and Standard Development, Table 3.303-Single-Family Lot and Building Standards**

Variance Request: for Neighborhood Conservation 7.1 District setback requirements on allowing Front Setback at 20-feet, Side Setback at 6-feet and Rear Setback at 15-feet.

According to the adopted **Unified Development Code, Article 3 Districts and Bulk Standards, Division 3.300-Bulk Regulation and Standard Development, Table 3.303-Single-Family Lot and Building Standards**, with lots front setback at 25-feet, Side Setback at 7-feet and Rear Setback at 25-feet. See attached Table 3.301.

Staff recommends the Engineer/Developer comply with lot rear setback line as required by code. On Lots 19 thru 32 has an existing 20-foot drainage easement located on the east property line dedicated by recorded instrument for a City of Edinburg drain line main outfall for Canton Road drainage system.

The Planning & Zoning Commission recommended Approval of this Variance Request with a vote of 4-1.

RECOMMENDATION:

Staff recommends Denial of this Variance Request.

REVIEWED BY:

PREPARED BY:

Â /s/Richard M.
Hinojosa

Richard M. Hinojosa
City Manager

Â /s/ Ricardo Palacios by CP

Ricardo Palacios
City Attorney

/s/ Jesus R. Saenz

Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

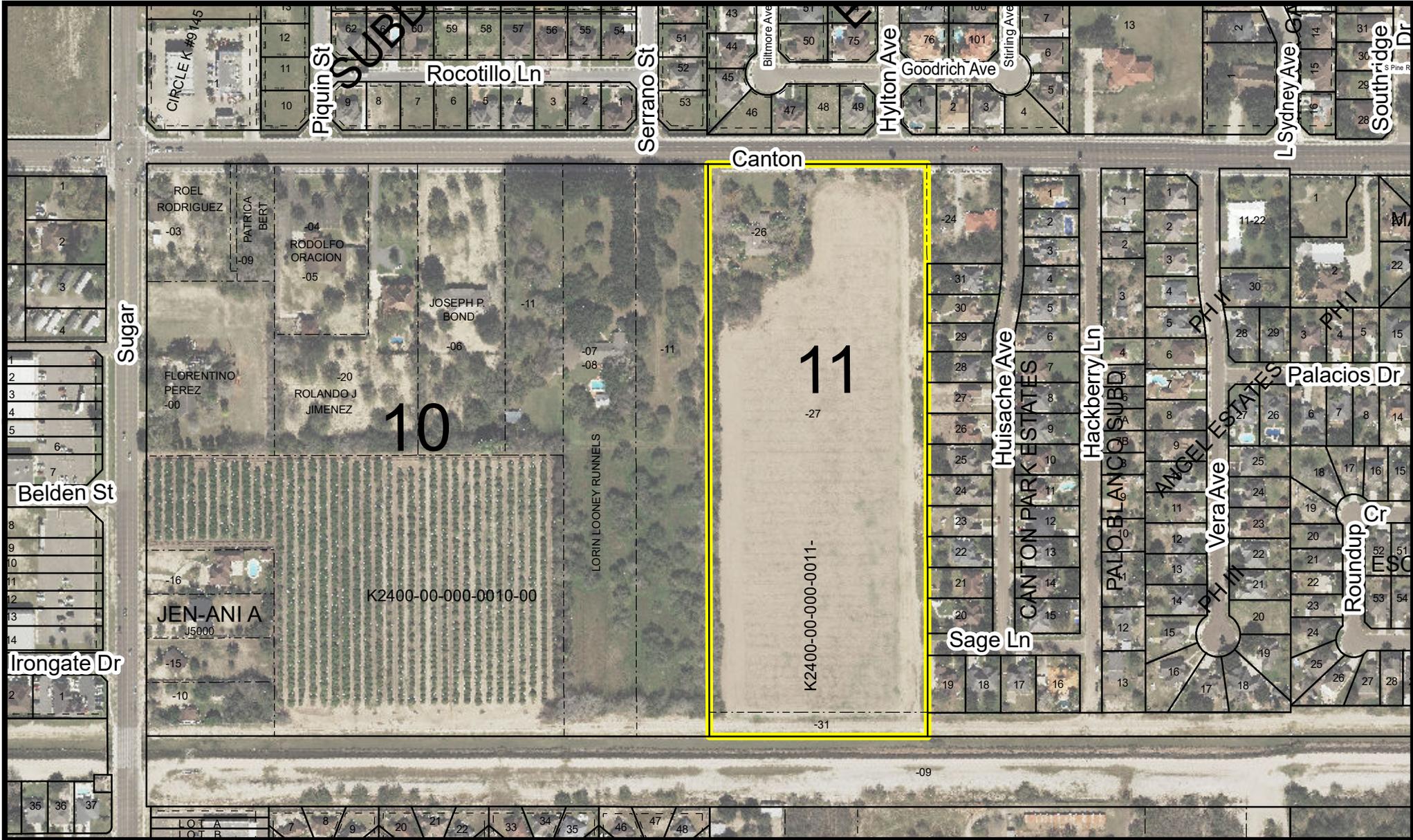
Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



GREENPOINT #2 SUBDIVISION
 A.K.A.
 CANTON HEIGHTS SUBDIVISION



GREENPOINT #2 SUBDIVISION
A.K.A.
CANTON HEIGHTS SUBDIVISION



Reference:

Table 3.301 Single-Family Lot and Building Standards						
Zoning District	Minimum					Maximum
	Minimum Lot Area	Lot Width (feet)	Street Yard ¹ (feet)	Side Yard single / total (feet) ²	Rear Yard (feet)	
Agriculture (AG)	10 ac.	330	60	30 / 60	40	35 / 60 ³
Suburban Residential (S)	15,000 sf.	90	30	15 / 30	30	35
Auto-Urban Residential (AR)	5,000 sf.	50	20	6 / 12	20	35
Urban Residential (UR)	4,000 sf.	40	10	5 / 12	15	35
Neighborhood Conservation (NC7.1)	7,100 sf.	60	25	7 / 14	25	35
Neighborhood Conservation (NC5)	5,000 sf.	50	25	6 / 12	20	35
NC Manufactured Home (NC-MH)	3,500 sf. ⁴	20	20	10 / 20	10	35

¹ Street yard refers to front yard of lot. The minimum street yard setback shall be 15 feet for cul-de-sac and irregular lots.

² The first number is the minimum side yard. The second number is the sum of the two side yards. The side yard may be reduced subject to structures meeting approved building and fire codes.

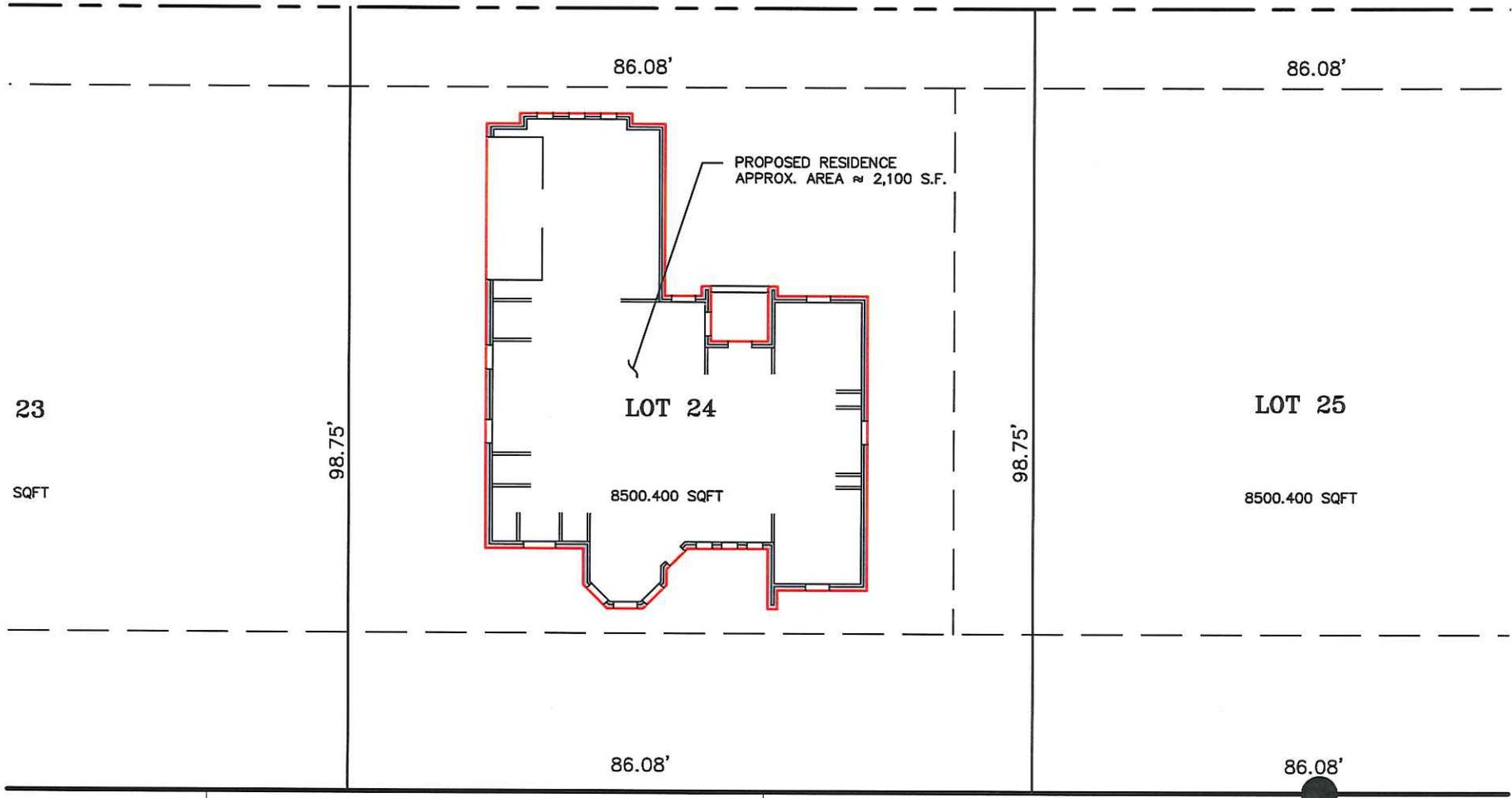
³ The second height refers to agricultural structures.

⁴ Minimum lot area also applies to the area of rented lots in a manufactured home park.

⁵ Rear setback may be reduced as noted on a recorded subdivision plat for Neighborhood Conservation Districts.

* Lot depth is determined by dividing lot area by lot width.

S:\SAMES\SUB\SUB-2016\SUR-16-001_Geometric_Submission_Courtesy_Hairbath_Edwards\DWG\BP-RESIDENCE_LAYOUT-08-06-2016.dwg | Invert: 2/3/2016 4:05:16



**EXHIBIT
PROPOSED RESIDENCE**

DATE OF PREPARATION: AUGUST 2016

	SAM Engineering & Surveying	
	200 S. 10TH ST., SUITE 1607 McALLEN, TEXAS 78501	TEL: (956) 702-8880 FAX: (956) 702-8883
REGISTRATION # Page 192		

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Variance Request to the City's Unified Development Code as follows: Article 7 - Plat and Site Plan Design, for The Reserves at Canton Subdivision, Being a 46.70-Acre Tract of Land out of Lot 3, Block 1, John Closner Subdivision, Located on the Southeast Corner of Raul Longoria Road (FM 1426) and Canton Road Intersection, as Requested by Quintanilla, Headley and Associates, Inc. *(Motion Required to Remove from Table. This Item was Tabled at the August 23, 2016 City Council Meeting)* [Jesus R. Saenz, Director of Planning & Zoning]

STAFF COMMENTS AND RECOMMENDATION:

Quintanilla, Headley and Associates, Inc., the project engineering firm for the above referenced subdivision is requesting a variance to the City's Unified Development Code (UDC) for a Multi-Family Development on the District and Bulk Standards, Parks and Recreation and Street Standards. The proposed development is located on the east side of Raul Longoria (FM 1426) and Canton Road.

1. **Article - 7 Plat and Site Plan Design - Section 7.504 Parks and Recreation**

Variance Request: Developers requesting a 50% reduction to the Parkland fees for the 82-Single Family lots and 55-Lot Multi-Family lots.

According to the adopted **UDC Section 7.504 Parks and Recreation**, fees in lieu of Dedication. The required parkland fee for development is \$600 per unit (4-units per lot) on the multi-family portion and \$600 per lot for the single family portion. The Developer is required to pay 50% of fees at recording stage and at building permit the Lot Owner is required to pay 50%. There are eighty-two (82) single family lots and fifty-five (55) multi-family lots in this subdivision with parkland fees total is \$181,200. The total fee required for the developer portion at recording stage is \$90,600. The City uses parkland fees to make improvements to city parks and recreational areas within Parkland Area 4.

Parkland Variances are required to be heard by both the Planning and Zoning Commission and the the City's Parks and Recreation Board prior to action being taken by the City Council.

The Planning and Zoning Commission recommended with a vote of 5-0 to approve a fifty (50) percent reduction in the total amount of Parkland Dedication fees for the Multi-Family Residential portion of this subdivision.

The Parks and Recreation Board recommended at their August 10, 2016 regular meeting to Deny the Variance Request with a vote of 8-0.

If the Variance is approved the Developer will pay a total of \$33,000 at the time of recording rather than the \$66,000 as required by Code.

RECOMMENDATION:

Staff Recommends Denial of this Variance Request.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/ Jesus R. Saenz
Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

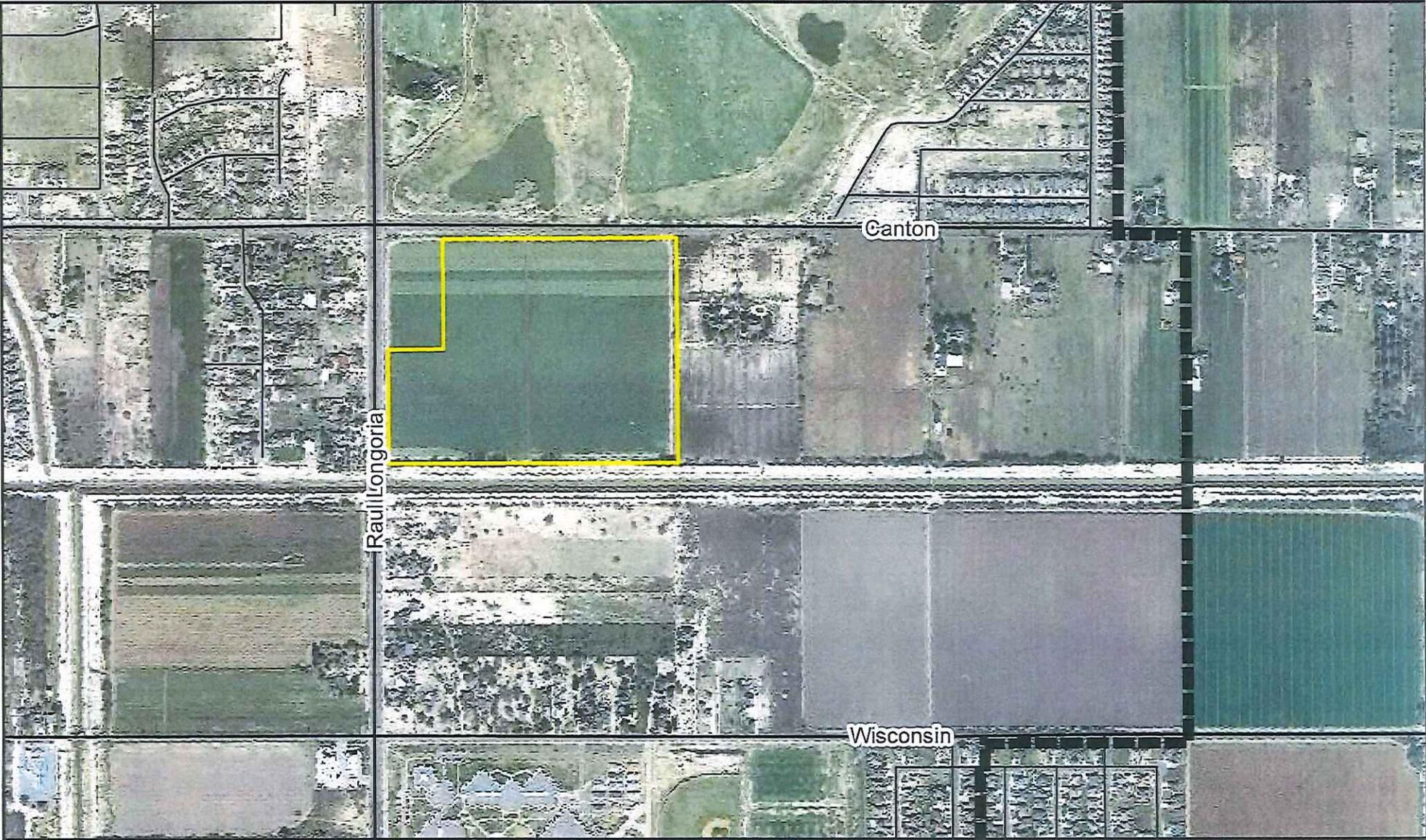
Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

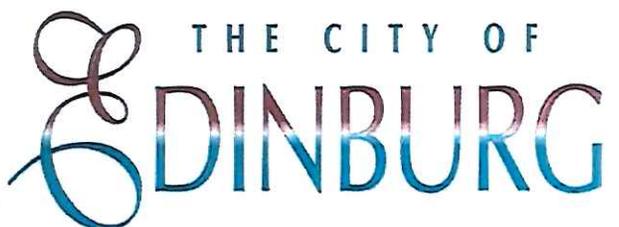
Richard H. Garcia
Mayor

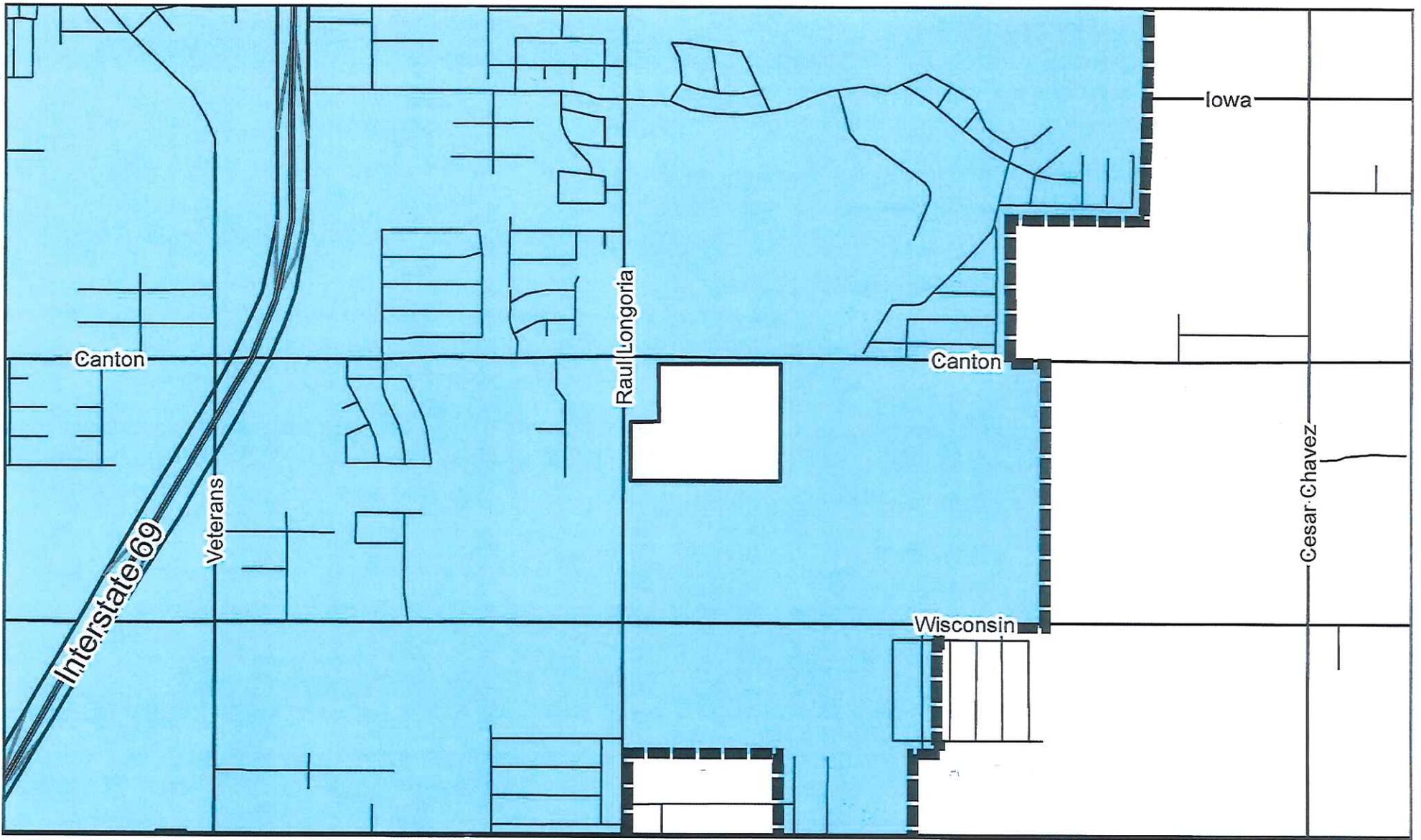
Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



THE RESERVE ON CANTON





THE RESERVE ON CANTON



ARTICLE 7 PLAT AND SITE PLAN DESIGN

DIVISION 7.500 DEDICATION OF LAND AND IMPROVEMENTS; FEES IN LIEU

K. Fee In Lieu of Dedication.

1. **When Required.** The City may, at its option, require a fee in lieu for all or part of the required parkland conveyance under the following circumstances:
 - a. When less than five acres is required to be conveyed;
 - b. Where the proposed parkland does not meet the standards set forth in H above and there is no reasonable alternative location on the parcel proposed for development that does meet those standards;
 - c. When a re-plat or amending plat within the City limits is submitted with increased density and there is no remaining land available for the development of a park; or
 - d. The City determines that sufficient park area is already in the public domain in the park zone of the proposed development, or the potential for that area would be better served by expanding or improving an existing park or constructing a larger community or regional park suitable for several neighborhoods.
2. **In-Lieu Fee Amount.** Where the payment of a fee-in-lieu of parkland dedication is required or acceptable to the City as provided for in this section, such fee shall be in an amount specified in Table 7.504, *Fee-In-Lieu*.

Table 7.504 Fee-In-Lieu ¹		
From	To	Fee per dwelling unit
Jan. 1, 2007	Dec. 31, 2007	\$450
Jan. 1, 2008	Dec. 31, 2008	\$500
Jan. 1, 2009	Dec. 31, 2009	\$550
Jan. 1, 2010	Dec. 31, 2010	\$600

¹ The rates are based on projected inflationary influences of the cost of the value of real property for the City of Edinburg and shall be reviewed at least every five years.

AWARDING OF BIDS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Awarding Bid No. 2016-92, Purchase of Twenty-Five Handheld Ticket Writers, to Tyler Technologies, in the Amount of \$32,100. [Maribel Velasquez, Court Administrator]

STAFF COMMENTS AND RECOMMENDATION:

On Tuesday, July 05, 2016, bids were opened for Bid No. 2016-92 Purchase of Twenty-Five Handheld Ticket Writers. A total of two (2) bids were received and opened.

A copy of the bid tabulation sheet is attached. City staff is recommending that Bid No. 2016-92 be awarded to Tyler Technologies, from College Station, Texas, in the amount of \$32,100. The warranty for these devices will be not be purchased at this time.

Funding is available through the 2015-2016 Municipal Court Technology Fund. Staff has verified that Tyler Technologies has no outstanding debts with the City. The City of Edinburg has done business with Tyler Technologies in the past.

RECOMMENDATION:

Approve Awarding Bid No. 2016-92, Purchase of Twenty-Five Handheld Ticket Writers, to Tyler Technologies, in the Amount of \$32,100.

REVIEWED BY:

PREPARED BY:

Â /s/Richard M.
Hinojosa/
Richard M. Hinojosa
City Manager

Â /s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

Â /s/Maribel Velasquez
Maribel Valasquez
Court Administrator

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

BID RECOMMENDATION FORM

Title: Purchase of 25 Handheld Ticket Writers
 Bid No.: 2016-92
 Date Opened: 29-Jun-16

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	Tyler Technologies College Station, TX		MSA Systems, Inc. San Jose, CA		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
1	25	Zebra Enterprise, TC70, WLAN 802.11 ABGN, Android Kitkat 4.2.2, Standard Range 1D/2D Imager (SE4750), Front & Rear Cameras, 1GB/8GB, Bluetooth, NFC, 4620 MAH Battery, North America Only Mfg Part No. TC700H-KC11ES-NA	\$1,215.00	\$30,375.00	\$1,223.75	\$30,593.75		
2	25	Zebra Enterprise, Onecare Essential Service, Includes Comprehensive Coverage, TC70XX, 5yr Mfg Part No. SSE-TC70XX-50	\$545.00	\$13,625.00	\$466.00	\$11,650.00		
3	3	Zebra Enterprise, TC7X 5-Slot Charge Only Sharecradle, Charges Either 5 TC70S or 4 TC70S Plus (+) 4 Spare Batteries Via Adapter Cup Mfg Part No. CRD-TC7X-SE5C1-01	\$275.00	\$825.00	\$278.95	\$836.85		
4	2	Zebra Enterprise, TC7X 5-Slot Ethernet Sharecradle, Charges Either 5 TC70S or 4 TC70S + 4 Spare Batteries Via Adapter Cup Mfg Part No. CRD-TC7X-SE5EU1-01	\$450.00	\$900.00	\$469.75	\$939.50		
5	25	Set Up Fees if Applicable			\$10.00	\$250.00		
SUBTOTAL				\$45,725.00		\$44,270.10		
LESS WARRANTY				-\$13,625.00		-\$11,650.00		
GRAND TOTAL				\$32,100.00		\$32,620.10		

RECOMMENDATION:

Award: Bid No. 2016-92, Purchase of 25 Handheld Ticket Writers, to Tyler Technologies, from College Station, Texas, in the amount of \$32,100. Item #2 will not be awarded at this time.

Department: Municipal Court
 Budgeted Amount Available: Restricted Fund
 Additional Funds Required: None
 Prepared By: Maribel Velasquez

DISCLAIMER:

The above bid recommendation is made by Department Directors and the final award is subject to City Council approval.

THE CITY OF EDINBURG

BID REQUEST ADDENDUM NUMBER ONE (1)

DATE: JUNE 29, 2016

RE: BID NO. 2016-92 – PURCHASE OF TWENTY-FIVE HANDHELD TICKET WRITERS

OWNER: CITY OF EDINBURG

TO: ALL BIDDERS, HOLDERS OF SPECIFICATIONS, AND ALL INTERESTED PARTIES TO THE CITY OF EDINBURG

All Addenda issued in respect to this bid shall be considered official changes to the original bid documents and shall become a part of the Contract documents.

BID OPENING DATE: JULY 05, 2016

SPECIFICATIONS ADDENDUM ITEM AS SPECIFIED BELOW:

CHANGES, QUESTIONS, AND CLARIFICATIONS:

- The BID opening date has been changed from Tuesday, July 05, 2016 @ 3:00 p.m. to Thursday, July 07, 2016 @ 3:00 p.m.
- REPLACE BID FORM WITH BID FORM PAGES A-3 THROUGH A-4.
- Is this a Small Business Set-A-Side?
ANSWER: NO
- For both Cradles, the units sold are only the cradles and do not include any cables. You need to purchase the PWRS-14000-241R, 50-16002-029R & 23844-00-00R all separately. Do you will need 5ea of all 3 parts?
ANSWER:

LINE ITEMS SHOULD READ AS FOLLOWS, DUE TO CHANGE OF SPECIFICATIONS:

Item	Est. Qty	Mfg Part Number	Product Description
1	25	TC700H-KC11ES-NA	ZEBRA ENTERPRISE, TC70, WLAN 802.11 ABGN, ANDROID KITKAT 4.2.2, STANDARD RANGE 1D/2D IMAGER (SE4750), FRONT & REAR CAMERAS, 1GB/8GB, BLUETOOTH, NFC, 4620 MAH BATTERY, NORTH AMERICA ONLY
2	25	SSE-TC70XX-50	ZEBRA ENTERPRISE, ONECARE ESSENTIAL SERVICE, INCLUDES COMPREHENSIVE COVERAGE, TC70XX, 5 YEAR



3	3	CRD-TC7X-SE5C1-01	ZEBRA ENTERPRISE, TC7X 5-SLOT CHARGE ONLY SHARECRADLE, CHARGES EITHER 5 TC70S OR 4 TC70S + 4 SPARE BATTERIES VIA ADAPTER CUP
4	2	CRD-TC7X-SE5EU1-01	ZEBRA ENTERPRISE, TC7X 5-SLOT ETHERNET SHARECRADLE, CHARGES EITHER 5 TC70S OR 4 TC70S + 4 SPARE BATTERIES VIA ADAPTER CUP

5. What Set-up is needed on these units?

ANSWER: SET-UP FEES, IF APPLICABLE. BRAZOS IS EXISTING SOFTWARE SYSTEM FOR HANDHELD DEVICES.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND FAX BACK TO MS. LORENA FUENTES, PURCHASING AGENT AT (956) 383-7111 OR VIA EMAIL TO lfuentes@cityofedinburg.com. PLEASE INCLUDE THIS FORM IN YOUR BID PROPOSAL.

NAME: _____ TITLE: _____

COMPANY: _____

If you have any questions or require additional information, do not hesitate to contact Ms. Lorena Fuentes, Purchasing Agent at (956) 388-1895.



Lorena Fuentes, Purchasing Agent

**CITY OF EDINBURG
 BID FORM FOR
 PURCHASE OF TWENTY-FIVE (25) HANDHELD TICKET WRITERS**

BID NO. 2016-92

BID OPENING DATE: July 07, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for Police Department Uniform Cleaning and Pressing Service according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, HGAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

<u>CHECK ONE</u>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> HGAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TXMAS
<input type="checkbox"/> TFC	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> OTHER _____ Specify	
CONTRACT NUMBER: _____ COMMODITY NUMBER: _____	
(if applicable)	(if applicable)

ITEM	EST. QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	25 EA.	Zebra Enterprise, TC70, WLAN 802.11 ABGN, Android Kitkat 4.2.2, Standard Range 1D/2D Imager (SE4750), Front & Rear Cameras, 1GB/8GB, Bluetooth, NFC, 4620 MAH Battery, North America Only.	\$ _____	\$ _____
2	25 EA.	Zebra Enterprise, Onecare Essential Service, Includes Comprehensive Coverage, TC70XX, 5 Year.	\$ _____	\$ _____
3	3 EA.	Zebra Enterprise, TC7X 5-Slot Charge Only Sharecradle, Charges either 5 TC70S or 4 TC70S + 4 Spare Batteries Via Adapter Cup	\$ _____	\$ _____

**BID FORM FOR PURCHASE OF TWENTY-FIVE (25) HANDHELD TICKET WRITERS
(Continued):**

4	2	Zebra Enterprise, TC7X 5-Slot Ethernet Sharecradle, Charges either 5 TC70S or 4 TC70S + 4 Spare Batteries Via Adapter Cup	\$ _____	\$ _____
5	25	Set up fees if applicable	\$ _____	\$ _____
6		TOTAL		\$ _____

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No _____

Has the Company ever conducted business with the City of Edinburg? Yes _____ No _____

Respectfully submitted this _____ day of _____, 2016.

SIGNATURE: _____

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL: _____

THE CITY OF EDINBURG NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time, on Tuesday, July 05, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2016-92 PURCHASE OF TWENTY-FIVE (25) HANDHELD TICKET WRITERS

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of:

LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this bid, please contact Ms. Maribel Velasquez, Court Administrator at (956) 289-7797.

If Hand-delivering Bids: 415 West University Drive,
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
C/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days, without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 388-8204 • Fax (956) 383-7111



CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the PURCHASE OF TWENTY-FIVE (25) HANDHELD TICKET WRITERS for the City of Edinburg.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL," and one (1) copy marked "COPY". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas
78541
If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and

INSTRUCTIONS TO BIDDERS (Continued):

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

INSTRUCTIONS TO BIDDERS (Continued):

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-8972) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the PURCHASE OF TWENTY-FIVE (25) HANDHELD TICKET WRITERS as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INSTRUCTIONS TO BIDDERS (Continued):

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold bids **60** days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

INSTRUCTIONS TO BIDDERS (Continued):

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a

INSTRUCTIONS TO BIDDERS (Continued):

contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

INSTRUCTIONS TO BIDDERS (Continued):

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability	\$250,000 each person/\$500,000 each occurrence \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Bodily Injury	
Property Damage	
Comprehensive Auto Liability	\$100,000 each person/\$500,000 each occurrence \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Bodily Injury	
Property Damage	
City's Protective Liability	\$250,000 each person/\$500,000 each occurrence \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Bodily Injury	
Property Damage	

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY 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 CITY 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

INSTRUCTIONS TO BIDDERS (Continued):

insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

BID BOND INFORMATION – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

**CITY OF EDINBURG
REQUEST FOR BIDS FOR
PURCHASE OF TWENTY-FIVE (25) HANDHELD TICKET WRITERS**

BID NO. 2016-92

BID OPENING DATE: July 05, 2016 at 3:00 p.m.

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned **PURCHASE OF TWENTY-FIVE (25) HANDHELD TICKET WRITERS.**

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

1. (25) Zebra Enterprise, TC70, WLAN 802.11 ABGN, Android Kitkat 4.2.2, Standard Range 1D/2D Imager (SE4750), Front & Rear Cameras, 1GB/8GB, Bluetooth, NFC, 4620 MAH Battery, North America Only.
2. (25) Zebra Enterprise, Onecare Essential Service, Includes Comprehensive Coverage, TC70XX, 5 Year.
3. (3) Zebra Enterprise, TC7X 5-Slot Charge Only Sharecradle, Charges either 5 TC70S or 4 TC70S + 4 Spare Batteries Via Adapter Cup (Sold Separately CUP-SE-BTYADP1-01), Requires PWRS-14000-241R, 50-16002-029R, and 23844-00-00R.
4. (2) Zebra Enterprise, TC7X 5-Slot Ethernet Sharecradle, Charges either 5 TC70S or 4 TC70S + 4 Spare Batteries Via Adapter Cup (Sold Separately CUP-SE-BTYADP1-01), Requires PWRS-14000-241R, 50-16002-029R, and 23844-00-00R.
5. Set up fees

**CITY OF EDINBURG
 BID FORM FOR
 PURCHASE OF TWENTY-FIVE (25) HANDHELD TICKET WRITERS**

BID NO. 2016-92

BID OPENING DATE: July 05, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for Police Department Uniform Cleaning and Pressing Service according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, HGAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

<u>CHECK ONE</u>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> HGAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TXMAS
<input type="checkbox"/> TFC	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> OTHER _____ Specify	
CONTRACT NUMBER: _____ COMMODITY NUMBER: _____ (if applicable) (if applicable)	

ITEM	EST. QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	25 EA.	Zebra Enterprise, TC70, WLAN 802.11 ABGN, Android Kitkat 4.2.2, Standard Range 1D/2D Imager (SE4750), Front & Rear Cameras, 1GB/8GB, Bluetooth, NFC, 4620 MAH Battery, North America Only.	\$ _____	\$ _____
2	25 EA.	Zebra Enterprise, Onecare Essential Service, Includes Comprehensive Coverage, TC70XX, 5 Year.	\$ _____	\$ _____
3	3 EA.	Zebra Enterprise, TC7X 5-Slot Charge Only Sharecradle, Charges either 5 TC70S or 4 TC70S + 4 Spare Batteries Via Adapter Cup (Sold Separately CUP-SE-BTYADP1-01), Requires PWRS-14000-241R, 50-16002-029R, and 23844-00-00R	\$ _____	\$ _____

**BID FORM FOR PURCHASE OF TWENTY-FIVE (25) HANDHELD TICKET WRITERS
(Continued):**

4	2	Zebra Enterprise, TC7X 5-Slot Ethernet Sharecradle, Charges either 5 TC70S or 4 TC70S + 4 Spare Batteries Via Adapter Cup (Sold Separately CUP-SE-BTYADP1-01), Requires PWRS-14000-241R, 50-16002-029R, and 23844-00-00R	\$ _____	\$ _____
5	25	Set up fees	\$ _____	\$ _____
6		TOTAL		\$ _____

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No _____

Has the Company ever conducted business with the City of Edinburg? Yes _____ No _____

Respectfully submitted this _____ day of _____, 2016.

SIGNATURE: _____

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL: _____



526 University Dr. East, Suite 201A
College Station, TX 77840
P: 979.690.2811
www.tylertech.com

July 7, 2016

Lorena Fuentes
Purchasing Agent
City of Edinburg
415 W. University Dr.
Edinburg, TX 78541

Dear Ms. Fuentes,

On behalf of Tyler Technologies, Inc. we respectfully submit the enclosed proposal for your evaluation and consideration in response to Edinburg's Bid No. 2016-92 Purchase of Twenty-Five (25) Handheld Ticket Writers. This proposal is in response to the requirements listed in the bid request. All prices shall remain firm for a period of 60 days from the date of this proposal. Per unit and total extended costs proposed in this response are the total fixed price based upon the quantities listed in this bid.

Please note that if the City elects to purchase these hardware items from a vendor other than Tyler, there will be a setup fee of \$100 per device to install the Brazos eCitation software which is currently in use by the City.

Company Information

Tyler is a public corporation established in Delaware.

Agreement Exceptions

Tyler Technologies has taken exception to the Terms and Conditions, as listed in the bid. These exceptions can be found on page 7 of this response. Tyler is willing to negotiate these exceptions to best suit both parties.

I want to personally thank you for your consideration, and I hope that we receive the opportunity to expand our current relationship with the City of Edinburg on this and many more projects in the future.

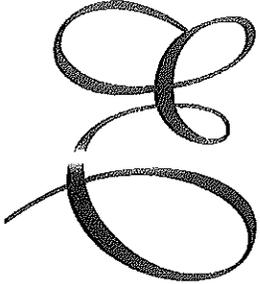
Sincerely,

A handwritten signature in black ink, appearing to read "Dane Womble".

Dane Womble
President – Local Government Division
Tyler Technologies, Inc.

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THE CITY OF EDINBURG

BID REQUEST ADDENDUM NUMBER ONE (1)

DATE: JUNE 29, 2016

RE: BID NO. 2016-92 – PURCHASE OF TWENTY-FIVE HANDHELD TICKET WRITERS

OWNER: CITY OF EDINBURG

TO: ALL BIDDERS, HOLDERS OF SPECIFICATIONS, AND ALL INTERESTED PARTIES TO THE CITY OF EDINBURG

All Addenda issued in respect to this bid shall be considered official changes to the original bid documents and shall become a part of the Contract documents.

BID OPENING DATE: JULY 05, 2016

SPECIFICATIONS ADDENDUM ITEM AS SPECIFIED BELOW:

CHANGES, QUESTIONS, AND CLARIFICATIONS:

1. The BID opening date has been changed from Tuesday, July 05, 2016 @ 3:00 p.m. to Thursday, July 07, 2016 @ 3:00 p.m.
2. REPLACE BID FORM WITH BID FORM PAGES A-3 THROUGH A-4.
3. Is this a Small Business Set-A-Side?
ANSWER: NO
4. For both Cradles, the units sold are only the cradles and do not include any cables. You need to purchase the PWRS-14000-241R, 50-16002-029R & 23844-00-00R all separately. Do you will need 5ea of all 3 parts?
ANSWER:

LINE ITEMS SHOULD READ AS FOLLOWS, DUE TO CHANGE OF SPECIFICATIONS:

Item	Est. Qty	Mfg Part Number	Product Description
1	25	TC700H-KC11ES-NA	ZEBRA ENTERPRISE, TC70, WLAN 802.11 ABGN, ANDROID KITKAT 4.2.2, STANDARD RANGE 1D/2D IMAGER (SE4750), FRONT & REAR CAMERAS, 1GB/8GB, BLUETOOTH, NFC, 4620 MAH BATTERY, NORTH AMERICA ONLY
2	25	SSE-TC70XX-50	ZEBRA ENTERPRISE, ONECARE ESSENTIAL SERVICE, INCLUDES COMPREHENSIVE COVERAGE, TC70XX, 5 YEAR



3	3	CRD-TC7X-SE5C1-01	ZEBRA ENTERPRISE, TC7X 5-SLOT CHARGE ONLY SHARECRADLE, CHARGES EITHER 5 TC70S OR 4 TC70S + 4 SPARE BATTERIES VIA ADAPTER CUP
4	2	CRD-TC7X-SE5EU1-01	ZEBRA ENTERPRISE, TC7X 5-SLOT ETHERNET SHARECRADLE, CHARGES EITHER 5 TC70S OR 4 TC70S + 4 SPARE BATTERIES VIA ADAPTER CUP

5. What Set-up is needed on these units?

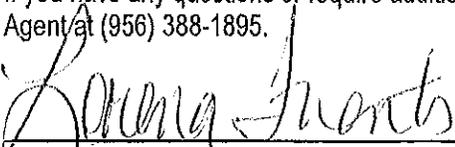
ANSWER: SET-UP FEES, IF APPLICABLE. BRAZOS IS EXISTING SOFTWARE SYSTEM FOR HANDHELD DEVICES.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND FAX BACK TO MS. LORENA FUENTES, PURCHASING AGENT AT (956) 383-7111 OR VIA EMAIL TO lfuentes@cityofedinburg.com. PLEASE INCLUDE THIS FORM IN YOUR BID PROPOSAL.

NAME: James Mulvey TITLE: Account Representative

COMPANY: Tyler Technologies

If you have any questions or require additional information, do not hesitate to contact Ms. Lorena Fuentes, Purchasing Agent at (956) 388-1895.


 Lorena Fuentes, Purchasing Agent

**BID FORM FOR PURCHASE OF TWENTY-FIVE (25) HANDHELD TICKET WRITERS
(Continued):**

4	2	Zebra Enterprise, TC7X 5-Slot Ethernet Sharecradle, Charges either 5 TC70S or 4 TC70S + 4 Spare Batteries Via Adapter Cup	\$ _____	\$ _____
5	25	Set up fees if applicable	\$ _____	\$ _____
6		TOTAL		\$ _____

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No _____

Has the Company ever conducted business with the City of Edinburg? Yes _____ No _____

Respectfully submitted this _____ day of _____, 2016.

SIGNATURE: _____

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL: _____

BID FORM
CITY OF EDINBURG
BID FORM FOR
PURCHASE OF TWENTY-FIVE (25) HANDHELD TICKET WRITERS

BID NO. 2016-92

BID OPENING DATE: July 05, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for Purchase of Twenty-Five (25) Handheld Ticket Writers according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, HGAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour. None

<u>CHECK ONE</u>			
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> HGAC	<input type="checkbox"/> TXMAS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC	<input type="checkbox"/> OTHER _____	Specify _____
CONTRACT NUMBER: _____		COMMODITY NUMBER: _____	
(if applicable)		(if applicable)	

ITEM	EST. QTY	MFG PART NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	25 EA.	TC700H-KC11ES-NA	Zebra Enterprise, TC70, WLAN 802.11 ABGN, Android Kitkat 4.2.2, Standard Range 1D/2D Imager (SE4750), Front & Rear Cameras, 1GB/8GB, Bluetooth, NFC, 4620 MAH Battery, North America Only	\$ 1,215.00	\$ 30,375.00
2	25 EA.	SSE-TC70XX-50	Zebra Enterprise, Onecare Essential Service, Includes Comprehensive Coverage, TC70XX, 5 Year	\$ 545.00	\$ 13,625.00

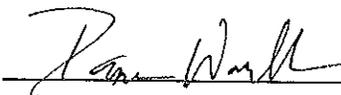
3	3 EA.	CRD-TC7X-SE5C1-01	Zebra Enterprise, TC7X 5-Slot Charge Only Sharecradle, Charges either 5 TC70S or 4 TC70S + 4 Spare Batteries Via Adapter Cup (Sold separately CUP-SE-BTYADP1-01), Requires PWRS-14000-241 R, 50-16002-029R, and 23844-00-00R	\$ 275.00	\$ 825.00
4	2	CRD-TC7X-SE5EU1-01	Zebra Enterprise, TC7X 5-Slot Ethernet Sharecradle, Charges either 5 TC70S or 4 TC70S + 4 Spare Batteries Via Adapter Cup (Sold Separately CUP-SE-BTYADP1-01), Requires PWRS-14000-241R, 50-16002-029R, and 23844-00-00R	\$ 450.00	\$ 900.00
TOTAL					\$ 45,725.00

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No X

Has the Company ever conducted business with the City of Edinburg? Yes X No _____

Respectfully submitted this 7th day of July , 2016.

SIGNATURE: 

TYPE/PRINT NAME: Dane Womble

TITLE: President, Local Government Division

COMPANY: Tyler Technologies

ADDRESS: 5101 Tennyson Parkway
 Plano, TX 75024

TELEPHONE NO.: 979-690-2811

FAX NO.: 713-583-9323

EMAIL: james.mulvey@tylertech.com

Days to Deliver: 45 days (see exceptions)

Exceptions to RFP

Tyler's negotiation philosophy is to balance the rights and responsibilities of both Tyler and the City, taking into account issues of special importance to each. The following exceptions are based on Tyler's standard contract. Tyler reserves the right to negotiate any and all terms to the mutual satisfaction of the parties.

Delay in Service Delivery (page 3): Tyler will endeavor to keep the City apprised of any delays regarding the delivery of hardware; however, as Tyler is not the manufacturer of the hardware, Tyler does not agree to the cover provision in this paragraph.

Indemnification Clause (page 4): Tyler shall indemnify and hold harmless the City from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct; or Tyler's violation of a law applicable to our performance under this Agreement. The City must notify Tyler promptly in writing of the claim and give us sole control over its defense or settlement. The City agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at our expense. Additionally, Tyler will indemnify the City from intellectual property infringement by the Tyler software and/or documentation, in accordance with Section H(1) of Tyler's standard contract.

Assignment (page 4): Neither party may assign the contract without the prior written consent of the other party, except that Tyler may, without the prior written consent of the City, assign the contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets.

Confidential Information (page 5): Tyler shall retain ownership of all (i) software products licensed to the City; and (ii) proprietary information contained in all deliverables. Tyler reserves the right to protest the public disclosure of its confidential and proprietary information, consistent with applicable public records laws.

Audit (page 6): The City may audit Tyler's books and records relating directly to the contract once per year on one week advance written notice, and at City's expense.

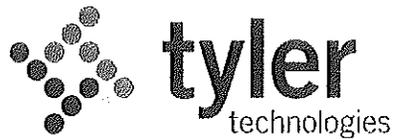
Venue (page 6): Tyler agrees that venue shall lie in any State District or Federal Court serving Hidalgo County, Texas.

Termination of Contract (page 7): The City may terminate the contract for cause in the event Tyler fails to cure a material breach within thirty days of the City's invocation of dispute resolution. The City will make payment to Tyler for all undisputed products, services and expenses delivered or incurred through the effective date of termination. Payment for disputed products, services and

Exceptions to RFP

expenses, and the City's remedies, will be determined through the mutually agreed dispute resolution process. Additionally, Tyler's standard practice is not to include a termination for convenience provision in its contracts, given the significant investments made by both parties to the procurement and implementation. Tyler relies instead on its termination provisions for cause, non-appropriation, and/or force majeure.

Insurance (page 8): The Client can be listed as an additional insured on Tyler's Commercial General Liability policy and Auto Liability policy, which automatically adds Client as an additional insured on Tyler's Excess/Umbrella Liability policy. Tyler will agree to give the City at least 30 days' written notice prior to the cancellation of the agreed-upon insurance coverage.



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means [CLIENT NAME].
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Hosting Services”** means the hosting services we will provide for the Tyler Software as set forth in the Investment Summary, for the fees set forth therein.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as

Schedule 1 to Exhibit C.

- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 2 to Exhibit C.
- **“Third Party End User License Agreement(s)”** means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit E.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software, Third Party Hardware, and Third Party Services.
- **“Third Party Services”** means the services provided by third parties, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – HARDWARE AND SOFTWARE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the

Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee (currently \$750) directly to the escrow agent. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.
5. Hardware. We agree to sell to you the hardware (which may include Third Party Hardware) identified in the Investment Summary.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the services, if any, itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for the requested services. We will bill you the actual fees incurred based on the in-scope services provided to you.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent

Tyler License and Services Agreement

with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide our services, subject to any reasonable security protocols or other written policies provided to us.
7. Client Assistance. You acknowledge that the provision of services for the Tyler Software is a cooperative process that may require the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required. This cooperation includes at least working with us to schedule the services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

1. This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.
2. If you have opted not to purchase ongoing maintenance and support services or fail to make timely payment under this Agreement, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software Products on a time and materials basis. In addition, you will:
 - (i) receive the lowest priority under our Support Call Process;
 - (ii) be required to purchase new releases of the Tyler Software Products, including fixes, enhancements and patches;
 - (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software Products;
 - (iv) be charged for a minimum of two (2) hours of support services for every support call; and
 - (v) not be granted access to the support website for the Tyler Software Products or the Tyler Community Forum;

SECTION E – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).

Tyler License and Services Agreement

- 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.
3. Third Party Products Warranties.
- 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third-Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with Tyler, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – HOSTING SERVICES

1. We will either host or engage Third Party Services in order to host the Tyler Software set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Section F, and the other applicable terms of this Agreement. If you fail to pay those fees, after advance written notice to you, we reserve the right to suspend delivery of our applicable Hosting Services.
2. We will utilize hosting services through a Third Party Services provider, Rackspace, in accordance with the terms set forth in the Investment Summary. The fees contained in the Investment Summary are subject to annual increases. You acknowledge and agree that, in our sole discretion, we may migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Tyler Software is transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.

3. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support your Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.

SECTION G - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section G(2).
2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

SECTION H – TERMINATION

1. Term. The initial term of this Agreement is [Number (1)] years. Thereafter, the term will renew automatically for additional one (1) year terms, at our then-current rates, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.
2. For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section J(3), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
3. Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees. You will not use a termination for lack of appropriations as a substitute for termination for convenience.
4. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of

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termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section I(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately.
- 1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. Property Damage and Personal Injury Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by our negligence or willful misconduct.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury

or property damage to the extent caused by your negligence or willful misconduct.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS I(1) AND I(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; and (d) Workers Compensation complying with applicable statutory requirements. We will add you as an additional insured and provide you with copies of certificates of insurance upon written request.

SECTION J – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet at your office within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt

Tyler License and Services Agreement

certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.
9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

Tyler License and Services Agreement

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Client Authority. You represent and warrant that you enter into this Agreement with the approval of your governing body and in accordance with all applicable statutory requirements.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its rules on conflicts of law.
21. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be

deemed an original signature and will be fully enforceable as if an original signature.

22. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement
Schedule 1: Service Level Agreement
Schedule 2: Support Call Process

[SIGNATURE PAGE FOLLOWS]

Tyler License and Services Agreement

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.
Local Government Division

[CLIENT NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

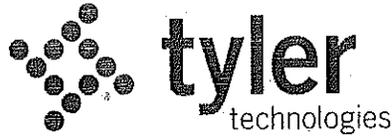
Date: _____

Address for Notices:

Tyler Technologies, Inc.
5519 53rd Street
Lubbock, Texas 79414
Attention: Brett Cate

Address for Notices:

[CLIENT NAME]
[CLIENT ADDRESS]
[CLIENT ADDRESS]
Attention: [CLIENT TITLE]



Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to you under your License and Services Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

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Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your License and Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Invoicing: We will invoice you for the applicable license fees, products, and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your License and Services Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of first use of the Tyler Software in live production or (180) days after the Available Download Date..

1.2 *Maintenance and Support Fees:* Maintenance and support fees for the first annual term are included in the license fees. Subsequent maintenance and support fees, at Tyler's then-current rates, are invoiced annually in advance on the anniversary of the Effective Date.

2. Professional Services.

2.1 *Professional Services:* Professional services are billed as delivered and invoiced as incurred.

2.2 *Requested Modifications to the Tyler Software:* Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

3. Other Services and Fees.

3.1 *Hosting Fees:* Hosting Fees for the Tyler Software identified on the Investment Summary are invoiced annually in advance on the Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

4.1 *Third Party Software License Fees:* License fees for Third Party Software are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

Tyler License and Services Agreement

4.3 *Third Party Hardware:* Third Party Hardware costs are invoiced upon delivery.

4.4 *Third Party Services:* Third Party Services fees are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Maintenance and support fees are due on each anniversary of the Available Download Date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Maintenance and Support Agreement

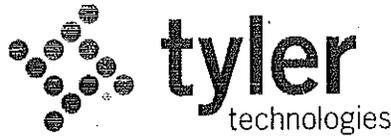
Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your initial maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of your Agreement. Those amounts are payable in accordance with our Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are trained on the Tyler Software, and timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 support prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet

Tyler License and Services Agreement

connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we can't resolve a support issue remotely, we may be required to provide onsite services. In such event, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a defect in the Tyler Software); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services beyond those outlined in this section will be billed to you at our then current rates. We do not guarantee resolution of a Defect in a version of the Tyler Software Products older than one version behind the then-current release. We reserve the right to decline support calls from users who have not received the required training on the Tyler Software.
6. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 2.



Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the Hosting Services that Client has requested Tyler to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from Client's applications, content or equipment, or the acts or omissions of any of Client's service users or third-party providers over whom Tyler exercises no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for Client's use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether Tyler has met those goals by tracking Attainment.

Client Responsibilities

Whenever Client experiences Downtime, Client must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. Client may escalate through the hosting hotline. Client will receive a support incident number. Any Downtime is measured from the time Tyler intakes Client's support incident.

To track attainment, Client must document, in writing, all Downtime that Client has experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. Client must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

Tyler License and Services Agreement

The documentation County provides must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When Tyler's support team receives a call from Client that a Downtime has occurred or is occurring, Tyler will work with Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with Client to resume normal operations.

Upon timely receipt of Client's Downtime report, outlined above, Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to Client's Downtime report within thirty (30) days of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to Client's confirmed Downtime, Tyler will provide Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to Client.
100%	95-97%	Remedial action will be taken at no additional cost to Client. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to Client. 5% credit of fee for affected billing cycle will be posted to next billing cycle

Client may request a report from Tyler that documents the preceding billing cycle's Service Availability,

Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with Client. When maintenance is scheduled to occur, Tyler will provide approximately two (2) weeks' advance written notice to the contact information that Client supplies on Client notification form. When emergency maintenance is scheduled, Client will receive an email at that same contact point.

Force Majeure

Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with Client a signed request that said failure be excused. That writing will include the details and circumstances supporting Tyler's request for relief with clear and convincing evidence pursuant to this provision. Client will not unreasonably withhold its acceptance of such a request.

Local Government Division Support Call Process

Products Covered

Incode		
Incode Financials	Incode CIS/CRM	Incode Court Case Management
Incode Tyler Public Safety		
Eagle		
Eagle Recording	Eagle Tax (Assessor/Treasurer)	Tyler Content Manager
Other		
Energov	Infinite Visions	

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.
- (2) Email – for less urgent situations, users may submit unlimited emails directly to the software support group. Email will be used for responses.
- (3) On-line submission – for less urgent and project-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (4) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to support one another, share best practices and resources, and access documentation.

During the Implementation to Support handoff meeting, at the conclusion of the client's project, Tyler representatives will provide the most current toll-free telephone number and email address for submitting support incidents, based on the software licensed.

Support Availability

Our established software support hours are Monday through Friday from 7:00 AM – 7:00 PM Central Time.

Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

The hours and holiday schedule set forth above does not apply to users of Tyler Public Safety, who have 24/7/365 access to software support personnel for critical issues. Each incident will be billed at the hourly

rate and minimum charges, according to the terms of our then-current Tyler Public Safety 24/7/365 Support document. Our current Tyler Public Safety 24/7/365 Support document is provided below.

Issue Handling

Incident Tracking

When a support incident cannot be resolved during its initiation, the client receives an incident tracking number for that issue. The incident tracking number is used to track and reference open issues when clients contact support.

Incident Escalation

Tyler's software support consists of four levels of personnel:

- (1) Software Support Analysts – front-line representatives
- (2) Software Support Advisors – more senior in their support role, the Advisors assist Software Support Analysts and take on escalated issues
- (3) Software Support Team Leads – responsible for the day-to-day supervision of Analysts and Advisors and may assist in incident escalations
- (4) Software Support Managers – responsible for the management of support teams for either a single product or a product group

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – by logging into the client incident portal and referencing the appropriate incident tracking number, clients can modify the priority of an issue.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the below chart. The goal of this structure is to clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Issue Priorities & Resolutions			
Priority Level	Characteristics of Support Incident	Resolution Targets	Development Actions
1	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.	Hot Fix – Emergency patch to software as soon as possible
2	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedures within five (5) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.	Regularly-scheduled patch
3	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.	Next Release – Scheduled for the next major release

Issue Priorities & Resolutions			
Priority Level	Characteristics of Support Incident	Resolution Targets	Development Actions
4	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents within two version release cycles and a cosmetic or other support incident that does not qualify as any other Priority Level incident with a future version release.	Future release – not scheduled; reviewed at next planning stage

Hardware and Other Systems

If in the process of diagnosing a software support issue it is discovered that a peripheral system or its software is the cause of the issue, Tyler will notify the client so that the client may contact the support agency for that peripheral system. Tyler cannot support or maintain third-party software or hardware.

In order for Tyler to provide the highest level of software support, the client bears the following responsibility related to hardware and software:

- (1) All infrastructure executing Tyler software shall be managed by the client.
- (2) Support contracts for all third-party software (ex: operating systems, database management systems) associated with Tyler software shall be maintained. Tyler does not support these third-party products.
- (3) Daily database backups must be performed; client shall verify the backups are successful.

Tyler Public Safety 24/7 Support

Overview

The purpose of Tyler Public Safety (TPS) 24/7 Support is to provide Tyler Public Safety clients with after-hours support for only critical Public Safety software issues. Support is considered to be after-hours if an incident is reported before 7:00 AM or after 7:00 PM (Central) on normal business days, or any time on weekends and holidays. Calls received outside normal support hours are routed to an answering service equipped to record information regarding the incident. The call center contacts Tyler Public Safety Support personnel via telephone and email with instructions for client call back. The Tyler staff handling the issue contacts the reporting client to troubleshoot the issue through to resolution, calling on second-level resources if necessary to address solutions or conflicts.

Pricing

If, after contacting the client, the Tyler staff determines the incident to be an issue with the client's hardware or non-TPS software, the client will be billed \$250.00/hour, with a one-hour minimum. If the issue is determined to be a fault of the Tyler software, the customer will not be billed. Clients are encouraged to first contact their own IT personnel to diagnose the issue and avoid a charge.

Process

Personnel involved in Tyler Public Safety 24/7 Support have domain knowledge and skills to resolve critical issues. They include:

- (1) Primary on-call contact
- (2) Secondary on-call contact
- (3) Extended support team staff – utilized in the event additional resources or domain experience, such as development expertise, is required. Development resources will be utilized after hours only if the supported system is completely down due to a programmatic issue. All other development issues will be reported to development and worked on the following business day.

Figure 1 – Contact Flow illustrates the following:

- (1) Outside published support hours, client calls the toll-free telephone number provided during the Implementation to Support Handoff meeting
- (2) Call is auto-routed to an answering service; answering service personnel gather requisite information about the incident
- (3) Answering service staff calls the primary on-call contact; answering service staff calls the secondary on-call contact if unable to speak with the primary on-call contact or other backup staff
- (4) Answering service staff submits issue to a group email, resulting in the creation of an incident in Tyler's incident tracking system

Services Provided

Support services consist of diagnosis and resolution of catastrophic systemic issues that cause failure of live Tyler Public Safety software. The client site must be able to provide Tyler access to all servers involved with the TPS software, application server, and SQL Server. Access to the module with the issue is also required.

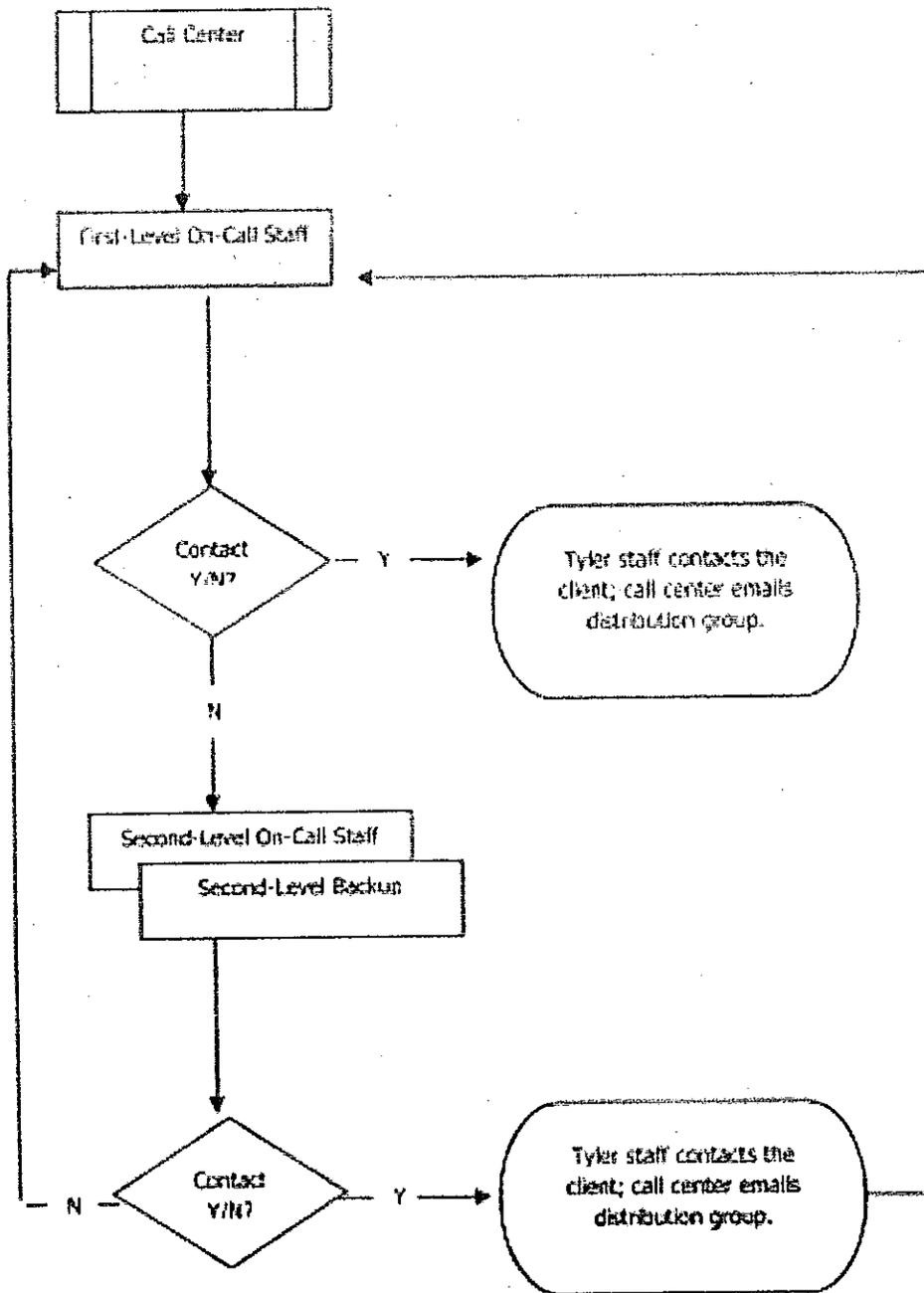
Supported issues include:

- Inability to run CAD
- Inability to create or close calls in the CAD screen
- Inability to activate officers in dispatch
- Inability to assign officers to a call in the Dispatch screen
- Inability to change the status of calls in the Dispatch screen
- Inability of all users to log into Mobile CAD
- Inability of all users to run NCIC queries (if applicable)
- Inability to use the RMS system
- Inability of all mobile users to access Mobile RMS
- Inability of all mobile users to access Mobile Citations

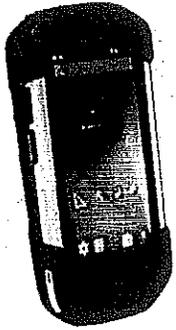
Non Supported issues include:

- One user or one workstation cannot get in software (unless this is a dispatch station in dispatch)
- One user cannot get into CAD or get NCIC returns
- Password issues
- Easy Street Draw, Scene PD, Smart Roads (non-TPS Software)
- Inability to print from a specific workstation or user, or inability to print a specific incident, arrest number, etc.
- Issues related to NetMotion (used for Mobile CAD VPN), Citrix, or Terminal Server, used for Mobile RMS and Mobile Citations. (These are not Tyler Products -- we can assist with troubleshooting issues with these, but it will be billable time).

Figure 1 – Contact Flow



Hardware and Software Brochures



ZEBRA

ZEBRA TC70 TOUCH COMPUTER

YOUR FRONT LINE, TO A SMARTER ENTERPRISE

Your employees need enterprise class handheld computers to communicate and access information seamlessly in order to work more efficiently and better serve your customers — yet they want a device that is every bit as refined and easy-to-use as their own consumer devices. Now, you can give them both with the TC70. Extensions (Mx) turns Android™ into a true enterprise-class operating system. The rugged design holds up even in the most demanding environments and the TC70 can double as a two-way radio. You can automate the capture of just about any type of business intelligence with the embedded scanner and camera. The full complement of accessories and cutting edge technology will serve your business for years to come, for an unsurpassed return on investment. Better serve your customers in retail, manufacturing, and operations with the TC70. Real competitive advantage — delivered.

Android™ KitKat — fortified for the enterprise

Every TC70 ships with Extensions (Mx), a series of features that transform Android™ from a consumer operating system (OS) to a true enterprise-class OS, enabling enterprise-class security and device management, as well as support for enterprise data capture capabilities.

Maximum data entry flexibility with an industry leading dual mode touch panel

Let your users choose their preferred data input pair: finger and gloved finger or finger and stylus — ideal for crisp signature capture. The intelligent display automatically adjusts as needed, unlike competitive devices that require setting adjustments every time the user switches data input method. And the large 4.7 in. display takes the capacitive touch experience to the next level — it works even if it's wet.

World-class data capture

Give your employees the tools they need to work faster and smarter. The integrated enterprise-class imager offers Zebra's proprietary PRZM Intelligent Imaging technology, a megapixel sensor and advanced optics, which work together to deliver data capture performance in a class of its own. Workers can capture 1-D and 2-D bar codes in virtually any condition, at lightning speed. The 8 MP camera enables the easy capture of high-resolution photos, signatures, videos and more, allowing you to capture more types of business intelligence to streamline more business processes. The front camera allows workers to place a video call to get the help they need — and provide customers with that personal touch. And Near Field Communications (NFC) is ideal for automated identity validation at facility entry points.

Comprehensive audio functionality for a new level of voice flexibility

With up to four times the loudness of popular smartphones and noise cancelling technology, the TC70 provides crystal clear audio on both ends of every call. Support for Workforce Connect Push-to-Talk Express allows you to easily give your workers walkie-talkie style voice communications right out of the box, creating a highly collaborative workforce that can respond instantly to customer needs.

A robust accessory family to tailor the TC70 to meet any enterprise need

The comprehensive family of accessories includes a snap-on magnetic stripe reader for mobile payment, a holster, a hand strap, a snap-on trigger handle and more, allowing you to easily tailor the TC70 to meet the needs of many

BOOST EFFICIENCY AND CUSTOMER SERVICE WITH THE TC70 IN: Retail

- Associates:
 - Price checks
 - inventory checks
 - Item locator
 - Price changes/price audits
 - Line busting
 - Assisted selling
 - Product comparison
 - Electronic coupons(mobile phone displays)
 - Market research
 - Store inventory transfers
 - Gift registry lookup
 - Financial/loyalty applications
 - Click and mortar/ catalogue orders
 - Training
- Mobile payment
- Inventory management
- Voice communications
- Managers
 - Workforce management
 - Planogram management
 - Promotion compliance
 - Merchandising

Manufacturing

- Asset management
- Building maintenance
- Supervisor/manager tasks
 - Workforce management
 - Supplier management
 - Management of customer data
 - Management of product information

different types of users performing many different types of tasks. And multi-slot battery chargers and the unique ShareCradle — a multi-slot cradle that can accommodate the TC70 and future Zebra mobile computers — make backroom management easy and cost effective.

Rugged and ready for all-day every day enterprise use

The TC70 is ready for the demands of everyday life in the business world. The TC70 is tested and proven to operate reliably after multiple 6 ft./1.8 m drops to concrete and 2,000 consecutive 3.2 ft./1 m tumbles in our punishing tumble test. With IP67 sealing, you get a device that is dust-tight and can survive complete immersion in water, making it ideal for use in the retail backroom, warehouse floor, in outdoor shopping areas or outside on a receiving dock. The Corning Gorilla Glass 2 touch panel and scanner exit window bring a new level of durability to two of the most vulnerable components.

THE TC70 — THE PROFESSIONAL GRADE ANDROID™ DEVICE FOR THE ENTERPRISE

For more information, visit www.zebra.com/tc70 or access our global contact directory at www.zebra.com/contact

SPECIFICATIONS CHART

PHYSICAL CHARACTERISTICS		ZEBRA INTERACTIVE SENSOR TECHNOLOGY (IST)	
Dimensions	6.3 in. L x 3.3 in. W x 1.1 in. D 161 mm L x 84 mm W x 28 mm D	Light Sensor	Automatically adjusts display backlight
Weight	13.3 oz./376 g	Motion Sensor	3-axis accelerometer for dynamic screen orientation
Display	4.7 in. High Definition (1280 x 720) ; exceptionally bright, outdoor viewable; optically bonded to touch panel	DATA CAPTURE*	
Imager Window	Corning Gorilla Glass 2	Scanning	SE4750 imager (1-D and 2-D); extraordinary range: Scan range – Code 39 bar code: 20 Mil: 1.8 in. — 32.0 in./4.5 cm – 81.3 cm 3 Mil: 3.1 in. — 5.6 in./7.9 cm – 14.2 cm
Touchpanel	Dual mode capacitive touch with stylus or bare or gloved fingertip input (conductive stylus sold separately); Corning Gorilla Glass 2	Camera	Rear — 8 MP autofocus; f/2.4 aperture Front — 1.3 MP fixed focus
Backlight	LED backlight	NFC	Supports ISO 14443 Type A & B, FeliCa, and ISO 15963 tags
Power	 PowerPrecision: Li-Ion 3.7 V, 4620 mAh	WIRELESS LAN	
Expansion Slot	User accessible 32 GB microSD slot with SDHC and SDXC support	Radio	IEEE® 802.11a/b/g/n/d/h/i
Network Connections	USB 2.0 High Speed (host and client); WLAN	Data Rates	5GHz: 802.11a/n — up to 150 Mbps; 2.4GHz: 802.11b/g/n — up to 72.2 Mbps
Notification	Audible tone; multi-color LEDs; vibration	Operating Channels	Chan 36 - 165 (5180 - 5825 MHz) Chan 1 - 13 (2412 - 2472 MHz) Actual operating channels/ frequencies depend on regulatory rules and certification agency
Keypad	On-screen keypad	PERFORMANCE CHARACTERISTICS	
Voice and Audio	Three microphone support with noise cancellation; vibrate alert; speaker; Bluetooth wireless headset support		

CPU	1.7 GHz dual core processor
Operating System	Android™ AOSP 4.4.2 (KitKat)
Memory	1 GB RAM / 8 GB Flash pSLC

Security and Encryption	WEP (40 or 104 bit) ; WPA/WPA2 Personal (TKIP, and AES); WPA/WPA2 Enterprise (TKIP, and AES) — EAPTTLS (PAP, MSCHAP, MSCHAPv2), EAP-TLS, PE APv0-MSCHAPv2, PE APv1-EAP-GTC, EAP Fast and LEAP
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USER ENVIRONMENT

Operating Temp.	-4° F to 122° F/-20° C to 50° C
Storage Temp.	-40° F to 158° F/-40° C to 70° C

Multimedia	Wi-Fi Multimedia™ (WMM)
Certifications	WFA (802.11n, WMM), Cisco CCXv4, Wi-Fi

Humidity	5% to 85% non-condensing
Drop Spec.	6 ft./1.8 m drop to concrete across full operating temperature range, 8 ft./2.4 m drop to concrete at room temperature per MIL-STD 810G

Fast Roam	PMKID caching, Cisco CCKM
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Tumble Spec.	2,000 3.2 ft./1.0 m tumbles; meets and exceeds IEC tumble specifications
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WIRELESS PAN

Bluetooth	Bluetooth v4.0 (Bluetooth® Smart technology)
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Sealing	IP67 per applicable IEC sealing specifications
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PERIPHERALS AND ACCESSORIES

 The 5-slot flexible ShareCradle charges the TC70 and other Zebra mobile computers for cost effective backroom management. For a complete list of accessories, visit www.zebra.com/lc70

Vibration	4 g's PK Sine (5 Hz to 2 kHz); 0.04g2/Hz Random (20 Hz to 2 kHz); 60 minute duration per axis, 3 axis
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Thermal Shock	-40° F to 158° F/-40° C to 70° C rapid transition
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REGULATORY

Visit www.zebra.com/lc70 for regulatory information

Electrostatic Discharge (ESD)	+/-15kVdc air discharge, +/-8kVdc direct discharge; +/-8kVdc indirect discharge
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WARRANTY

COMMUNICATION AND MESSAGING

Subject to the terms of Zebra's hardware warranty statement, the TC70 is warranted against defects in workmanship and materials for a period of 1 (one) year from the date of shipment. For complete warranty statement, please visit: <http://www.zebra.com/warranty>

 Workforce Connect Push-to-Talk Express Client (included) for instant push-to-talk communications right out of the box

AUDIO

SERVICES

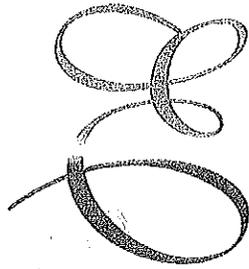
High quality speaker phone with up to 108 dB SPL volume; wireless (Bluetooth) headset support; PTT headset support; handset/ speakerphone modes

Service from the Start with Comprehensive Coverage: A unique service that covers normal wear and tear as well as accidental damage to internal and external components.

* Please refer to the TC70 User Guide or Integrator Guide for full data capture specifications.



ZEBRA



THE CITY OF EDINBURG

**BID REQUEST
ADDENDUM NUMBER ONE (1)**

DATE: JUNE 29, 2016

RE: BID NO. 2016-92 – PURCHASE OF TWENTY-FIVE HANDHELD TICKET WRITERS

OWNER: CITY OF EDINBURG

TO: ALL BIDDERS, HOLDERS OF SPECIFICATIONS, AND ALL INTERESTED PARTIES TO THE CITY OF EDINBURG

All Addenda issued in respect to this bid shall be considered official changes to the original bid documents and shall become a part of the Contract documents.

BID OPENING DATE: JULY 05, 2016

SPECIFICATIONS ADDENDUM ITEM AS SPECIFIED BELOW:

CHANGES, QUESTIONS, AND CLARIFICATIONS:

1. The BID opening date has been changed from Tuesday, July 05, 2016 @ 3:00 p.m. to Thursday, July 07, 2016 @ 3:00 p.m.
2. REPLACE BID FORM WITH BID FORM PAGES A-3 THROUGH A-4.
3. Is this a Small Business Set-A-Side?
ANSWER: NO
4. For both Cradles, the units sold are only the cradles and do not include any cables. You need to purchase the PWRS-14000-241R, 50-16002-029R & 23844-00-00R all separately. Do you will need 5ea of all 3 parts?
ANSWER:

LINE ITEMS SHOULD READ AS FOLLOWS, DUE TO CHANGE OF SPECIFICATIONS:

Item	Est. Qty	Mfg Part Number	Product Description
1	25	TC700H-KC11ES-NA	ZEBRA ENTERPRISE, TC70, WLAN 802.11 ABGN, ANDROID KITKAT 4.2.2, STANDARD RANGE 1D/2D IMAGER (SE4750), FRONT & REAR CAMERAS, 1GB/8GB, BLUETOOTH, NFC, 4620 MAH BATTERY, NORTH AMERICA ONLY
2	25	SSE-TC70XX-50	ZEBRA ENTERPRISE, ONECARE ESSENTIAL SERVICE, INCLUDES COMPREHENSIVE COVERAGE, TC70XX, 5 YEAR



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 388-8204 • Fax (956) 383-7111



3	3	CRD-TC7X-SE5C1-01	ZEBRA ENTERPRISE, TC7X 5-SLOT CHARGE ONLY SHARECRADLE, CHARGES EITHER 5 TC70S OR 4 TC70S + 4 SPARE BATTERIES VIA ADAPTER CUP
4	2	CRD-TC7X-SE5EU1-01	ZEBRA ENTERPRISE, TC7X 5-SLOT ETHERNET SHARECRADLE, CHARGES EITHER 5 TC70S OR 4 TC70S + 4 SPARE BATTERIES VIA ADAPTER CUP

5. What Set-up is needed on these units?

ANSWER: SET-UP FEES, IF APPLICABLE. BRAZOS IS EXISTING SOFTWARE SYSTEM FOR HANDHELD DEVICES.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND FAX BACK TO MS. LORENA FUENTES, PURCHASING AGENT AT (956) 383-7111 OR VIA EMAIL TO lfuentes@cityofedinburg.com. PLEASE INCLUDE THIS FORM IN YOUR BID PROPOSAL.

NAME: Christi Melendez TITLE: Customer Service
 COMPANY: MSA Systems, Inc

If you have any questions or require additional information, do not hesitate to contact Ms. Lorena Fuentes, Purchasing Agent at (956) 388-1895.

Lorena Fuentes
 Lorena Fuentes, Purchasing Agent

**CITY OF EDINBURG
 BID FORM FOR
 PURCHASE OF TWENTY-FIVE (25) HANDHELD TICKET WRITERS**

BID NO. 2016-92

BID OPENING DATE: July 07, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for Police Department Uniform Cleaning and Pressing Service according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, HGAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

CHECK ONE

BUYBOARD HGAC TXMAS DEALER/LOCAL
 TX DIR TFC OTHER _____
Specify

CONTRACT NUMBER: _____ COMMODITY NUMBER: _____
(if applicable) (if applicable)

ITEM	EST. QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	25 EA.	Zebra Enterprise, TC70, WLAN 802.11 ABGN, Android Kitkat 4.2.2, Standard Range 1D/2D Imager (SE4750), Front & Rear Cameras, 1GB/8GB, Bluetooth, NFC, 4620 MAH Battery, North America Only.	\$ <u>1,223.75</u>	\$ <u>30,593.75</u>
2	25 EA.	Zebra Enterprise, Onecare Essential Service, Includes Comprehensive Coverage, TC70XX, 5 Year.	\$ <u>466.⁰⁰</u>	\$ <u>11,650.⁰⁰</u>
3	3 EA.	Zebra Enterprise, TC7X 5-Slot Charge Only Sharecradle, Charges either 5 TC70S or 4 TC70S + 4 Spare Batteries Via Adapter Cup	\$ <u>278.95</u>	\$ <u>836.85</u>

BID FORM FOR PURCHASE OF TWENTY-FIVE (25) HANDHELD TICKET WRITERS
 (Continued):

4	2	Zebra Enterprise, TC7X 5-Slot Ethernet Sharecradle, Charges either 5 TC70S or 4 TC70S + 4 Spare Batteries Via Adapter Cup	\$ <u>469.75</u>	\$ <u>939.50</u>
5	25	Set up fees if applicable	\$ <u>10.00</u>	\$ <u>250.00</u>
6		TOTAL		\$ <u>44,270.¹⁰</u>

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No X

Has the Company ever conducted business with the City of Edinburg? Yes _____ No X

Respectfully submitted this 30 day of June, 2016.

SIGNATURE: 
 TYPE/PRINT NAME: Christi Melendez
 TITLE: Customer Service
 COMPANY: MSA Systems, Inc
 ADDRESS: 1340 S. De Anza Blvd ste 103
San Jose CA 95129
 TELEPHONE NO.: 408-252-9000
 FAX NO.: 408-252-9900
 EMAIL: Christi.melendez@MSASys.com

BIDDER'S LIST
PURCHASE OF TWENTY-FIVE HANDHELD TICKET WRITERS

Advanced Public Safety
500 Fairway Drive, Suite 204
Deerfield Beach, Florida 33441

Brazos Technology Corporation
P.O. Box 10713
College Station, Texas 77842

Cardinal Tracking
1825 Lakeway, Suite 100
Lewisville, Texas 75057

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Awarding Bid No. 2016-94, Purchase of Two (2) Trench Boxes, to HD Supply Waterworks, LTD., in the Amount of \$23,307.43. [Arturo Martinez, Director of Utilities]

STAFF COMMENTS AND RECOMMENDATION:

On Monday, August 1, 2016, bids were opened for Bid No. 2016-94, Purchase of Two (2) Trench Boxes. Four (4) bids were received and opened. A review and tabulation revealed HD Supply Waterworks, LTD., as the lowest bidder meeting specifications in the amount of \$23,307.43. The trench boxes will be utilized during water line and sewer line repairs that are more than four (4) feet deep.

Funding is available in the Utility/Systems 2015-2016 Operating Budget. The City has used materials from HD Supply Waterworks, LTD. in the previous years. All standard specifications have been met, and staff has verified that no monies are owed to the City.

RECOMMENDATION:

Approve Awarding Bid No. 2016-94, Purchase of Two (2) Trench Boxes, to HD Supply Waterworks, LTD., in the Amount of \$23,307.43.

REVIEWED BY:

PREPARED BY:

Monica L. Perez,
Administrative Assistant

/s/Richard M.
Hinojosa

Richard M. Hinojosa
City Manager

Â /s/Ascencion Alonzo

Ascencion Alonzo
Director of Finance

/s/Arturo C. Martinez

Arturo C. Martinez
Director of Utilities

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

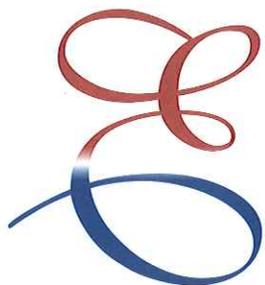
Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



THE CITY OF
EDINBURG
NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, August 01, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2016-94
PURCHASE OF TWO (2) TRENCH BOXES

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of:

LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this bid, please contact Mr. Arturo Martinez, Director of Utilities at (956) 388-8212.

If Hand-delivering Bids: 415 West University Drive,
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
C/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.



CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the PURCHASE OF TWO (2) TRENCH BOXES for the City of Edinburg.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas
78541
If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and

INSTRUCTIONS TO BIDDERS (Continued):

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

INSTRUCTIONS TO BIDDERS (Continued):

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-8972) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the PURCHASE OF TWO (2) TRENCH BOXES as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INSTRUCTIONS TO BIDDERS (Continued):

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold bids **60** days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

INSTRUCTIONS TO BIDDERS (Continued):

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a

INSTRUCTIONS TO BIDDERS (Continued):

contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

INSTRUCTIONS TO BIDDERS (Continued):

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY 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 CITY 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

INSTRUCTIONS TO BIDDERS (Continued):

insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

BID BOND INFORMATION – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

**CITY OF EDINBURG
REQUEST FOR BIDS FOR
PURCHASE OF TWO (2) TRENCH BOXES**

BID NO. 2016-94

BID OPENING DATE: August 01, 2016 at 3:00 p.m.

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned **PURCHASE OF TWO (2) TRENCH BOXES.**

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

ALUMINUM TRENCH SPECIFICATIONS

1. All components and configurations shall be designed and certified by a Registered Professional Engineer. A certified stamped depth certification chart must accompany bid.
2. Registered Professional Engineer stamped manufacturer's tabulated data showing safe working depth must be included with order.
3. All aluminum used shall be Aluminum Association 6061-T6 aluminum alloy.
4. Sidewalls shall be foam filled to prevent dirt and water built up.
5. Sidewalls shall have a smooth interior and exterior skin and shall be constructed of a double wall 2 ¾" extruded tube.
6. The sidewalls shall have a full change edge with extra reinforcement on all corners.
7. The sidewalls shall be free of horizontal bracing members which would decrease the inside working area.
8. The spreaders shall be telescoping square steel tubing assemblies with the outer dimensions being 3 ½" x 3 ½" x 3/16", and the inner dimensions shall be 3" x 3" x 3/16". All tubing shall be high strength A.S.T.M. A500 grade B material. All material must maintain minimum yield strengths of 55 K.S.I.
9. The unit should be capable of using heavy duty adjustable spreaders required for loading. Sheeting supported by spreaders may be (a) ¾" Finn-Form plywood or equal, (b) corrugated aluminum sheeting, (c) 2½" x 12" extruded aluminum sheeting, (d) steel sheet piling, (e) 1½" thick timber, (f) ½" thick steel plate. Must also include four (4) heavy duty spreaders (for end loading) for a required size of 48" – 72".
10. The unit shall be equipped with 4 heavy duty lifting lugs and 2 heavy duty pulling lugs. The lifting lugs and pulling lugs shall be interchangeable. Each lug shall be rated a 3-ton capacity-minimum.
11. The unit shall have the options to be stacked and also be able to accept end panels.
12. Vertical end members shall be aluminum walers welded near the ends of the sidewalls.

13. The unit specified shall be eight (8) feet high, ten (10) feet long, and a maximum of 2 ½ inches of aluminum double wall construction. This unit shall carry a maximum of six (6) foot depth rating in Class C Type soil (80 psf per foot of depth).
14. The successful bidder under these specifications shall furnish a minimum of one (1) year warranty on all parts.
15. The company bidding under these specifications shall provide installation instructions, recommended uses, and maintenance instructions upon delivery of the unit.

BUILD A BOX SPECIFICATIONS

Complete set shall consist of the following:

- 16 - Panels (2ft. height) 8ft (lg) 1500 capacity P.S.F.
- Maximum depth rating for spoil type (feet) C-80 (19)
- Panel weight approximately 102(lb) pounds
- 4 - Corner posts, 8ft. (96 inches)
- 4 - Adjustable spreaders (60-96 inches), operating range with 91lbs. of weight.
- 4 - End members (8ft length; 56lbs, weight)
- Connecting pin model no. PIN-MAP-CP (0.3lbs)
- Lifting lug model no. ACC-MAP-LL (2lbs)

**CITY OF EDINBURG
 BID FORM FOR
 PURCHASE OF TWO (2) TRENCH BOXES**

BID NO. 2016-94

BID OPENING DATE: August 01, 2016 at 3:00 p.m.

I/We submit the following bid in **ORIGINAL FORM** for Police Department Uniform Cleaning and Pressing Service according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, HGAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

<u>CHECK ONE</u>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> HGAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input type="checkbox"/> OTHER _____
<input type="checkbox"/> DEALER/LOCAL	
Specify	
CONTRACT NUMBER: _____	COMMODITY NUMBER: _____
(if applicable)	(if applicable)

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		ALUMINUM TRENCH BOX		
1	1 EA.	8' X 10' ALUMINUM TRENCH BOX AS PER SPECIFICATIONS	\$ _____	\$ _____
2	1 EA	FREIGHT	\$ _____	\$ _____
		TOTAL FOR ALUMINUM TRENCH BOX		\$ _____
		BUILD A BOX		
1	1 EA.	BUILD A BOX COMPLETE SET AS PER SPECIFICATIONS	\$ _____	\$ _____
2	1 EA.	FREIGHT	\$ _____	\$ _____
		TOTAL FOR BUILD A BOX		\$ _____

BID FORM FOR PURCHASE OF TWO (2) TRENCH BOXES (Continued):

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		<p>GRAND TOTAL FOR ALUMINUM TRENCH BOX AND BUILD A BOX</p> <p>DELIVERY TIME: _____</p>		<p>\$ _____</p>

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No _____

Has the Company ever conducted business with the City of Edinburg? Yes _____ No _____

Respectfully submitted this _____ day of _____, 2016.

SIGNATURE: _____

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL: _____

**CITY OF EDINBURG
BID FORM FOR
PURCHASE OF TWO (2) TRENCH BOXES**

BID NO. 2016-94

BID OPENING DATE: August 01, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for Police Department Uniform Cleaning and Pressing Service according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, HGAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

<u>CHECK ONE</u>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> HGAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input checked="" type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> OTHER _____	Specify
CONTRACT NUMBER: _____ COMMODITY NUMBER: _____ (if applicable) (if applicable)	

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		ALUMINUM TRENCH BOX		
1	1 EA.	8' X 10' ALUMINUM TRENCH BOX AS PER SPECIFICATIONS	\$ <u>8,352.88</u>	\$ <u>8,352.88 *</u>
2	1 EA	FREIGHT	\$ <u>0.00</u>	\$ <u>0.00</u>
		TOTAL FOR ALUMINUM TRENCH BOX		\$ <u>8,352.88 *</u>
		BUILD A BOX		
1	1 EA.	BUILD A BOX COMPLETE SET AS PER SPECIFICATIONS	\$ <u>14,954.55</u>	\$ <u>14,954.55 *</u>
2	1 EA.	FREIGHT	\$ <u>0.00</u>	\$ <u>0.00</u>
		TOTAL FOR BUILD A BOX		\$ <u>14,954.55 *</u>

BID FORM FOR PURCHASE OF TWO (2) TRENCH BOXES (Continued):

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		GRAND TOTAL FOR ALUMINUM TRENCH BOX AND BUILD A BOX		\$ 23,307.43 *
		DELIVERY TIME: 3 Weeks	*Kundel Recommends a non foam filled design due to toxicity and flammable nature of foam filler. foam filler is not recommended in case of repair needing to be made in the future; also foam filler is not recommended due to recycling of this product.	

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No

Has the Company ever conducted business with the City of Edinburg? Yes No _____

Respectfully submitted this 1st day of August, 2016.

SIGNATURE: _____

TYPE/PRINT NAME: Joel Garcia

TITLE: District Manager

COMPANY: HD Supply Waterworks, LTD

ADDRESS: 100 N 1st Street

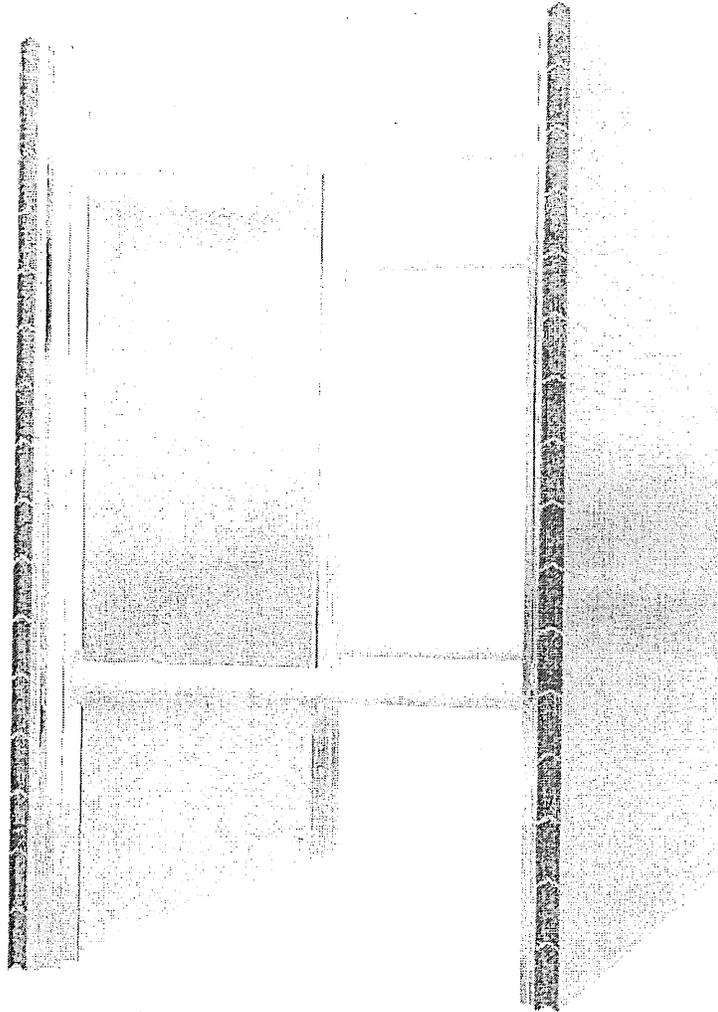
McAllen TX 78502

TELEPHONE NO.: (956) 631-3341

FAX NO.: (956) 687-5918

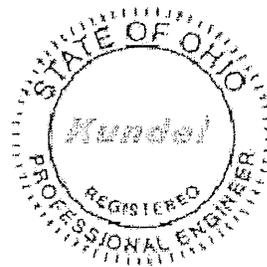
EMAIL: joel.garcia@hdsupply.com

SHORLITE ALUMINUM SHIELD OWNER'S MANUAL



**Giving Support to the
People In the Trenches!**

Kundel
INDUSTRIES



P.O. BOX 4686 AUSTINTOWN, OH 44515

1-877-KUNDEL3

What you have purchased...

The Shorelite Aluminum Shield is a double wall aluminum municipal trench box system. The system is lightweight and can be assembled with two workers. Its primary use is for spot repairs and water laps and can be stacked for jobs up to 16' in depth (size dependant). The shield comes with P.E. Certification and it is O.S.H.A Compliant.

The panel is supported by two vertical rails on each end which allow for minor tamping and variable clearance under the spreader. The Shorelite Aluminum Shield comes with steel tamping blocks and rotating rigging points for uniform lifting. In conjunction with the steel spreaders, adjustable hydraulic struts can be mounted on the rail in order to obtain a variable width trench box.

The Shorelite Shield comes with many accessories such as: Drop-on Panels (four-sided applications), Corner Connectors, Leg Kits, Wheel Kits, ect. With these accessories, the Shorelite Shield becomes a versatile piece of trench safety equipment that will increase your job productivity.

PLEASE USE THE AREAS BELOW TO RECORD THE SERIAL NUMBERS LISTED ON YOUR PANELS

S/N: _____ S/N: _____

What is A, B, and C Soil?

OSHA Defines ;

Type A Soil means:

Cohesive soils with an unconfined compressive strength of 1.5 tons per square foot (tsf) (144kPa) or greater. Examples of Cohesive soils are: clay, silty clay, sandy clay, clay loam and in some cases Silty clay loam and sandy clay loam.

Cemented soils such as caliche and hardpan are also considered Type A.

However, no soil can be Type A if;

- (i) The soil is fissured ; or
- (ii) The soil is subject to vibration from heavy traffic, pile driving, or similar effect or
- (iii) The soil has been previously disturbed; or
- (iv) The soil is part of a sloped, layered system where the layers dip into the excavation on a slope of four horizontal to one vertical (4H:1V) or greater; or
- (v) The material is subject to other factors that would require it to be classified a less stable material.

Type B Soil means:

(i) Cohesive soil with an unconfined compressive strength greater than .5 tsf (48 kPa), but less than 1.5 tsf (144 kPa) ; or

(ii) Granular cohesionless solid including: angular gravel (similar to crushed rock silt, silt loam and sandy loam and in some cases, silty clay loam and sandy clay loam.

(iii) Previously disturbed soils except those which would otherwise be classified as Type "C" Soil.

(iv) Soil that meets the unconfined compressive strength or cementation requirement for Type "A", but is fissured or subject to vibration; or

(v) Dry rock that is not stable ; or

(vi) Material that is part of a slope, layered system where the layers dip into the excavation on a slope less steep than four horizontal to one vertical (4H: 1V), but only if the material would otherwise be classified as Type "B".

Type C Soil means:

(i) Cohesive soil with an unconfined compressive strength of .5 tsf (48 kPa) or less; or

(ii) Granular soils including gravel, sand and loamy sand; or

(iii) Submerged soil or soil from which water is freely seeping; or

(iv) Submerged rock that is not stable; or

(v) Material in a sloped, layered system where the layers dip into the excavation on a slope of four horizontal to one vertical (4H: 1V), or steeper.

CERTIFICATION SHEET

Engineer's Statement: This certifies that the Shorelite Aluminum Shield has been designed in accordance with the requirements and guidelines promulgated by the occupational safety and health administrations rules and regulations for construction standards for excavations (29) part 1926.650-652 subpart

Michael J. Venetta P.E.
Ohio Registration # E-46015

Henry Venetta P.E.
Ohio Registration # E-25091



Manufacturer's Statement: Kundel Industries Inc. hereby certifies that all materials and processes involved in the manufacture of each and every Shorelite Aluminum Shield strictly and stringently follow every material, production and design specification put forth by Venetta Engineering to ensure that each and every Shorelite Aluminum Shield is in full accordance with the requirements and guidelines promulgated by the Occupational Safety and Health Administration.

Robert Kundel, President
Kundel Industries Inc.

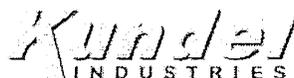
Pressure Ratings & Allowable Loads

Mode	WT.	Allowable Pressure (PSF)	Depth Rating (Ft)			
			A	B	C-60	C-80
SLAS-4X6	380	960	34	19	16	12
SLAS-4X8	450	780	31	17	13	10
SLAS-4X10	515	675	29	15	11	8
SLAS-4X12	580	585	26	13	9	7
SLAS-5X7	560	870	32	18	14	11
SLAS-5X8	640	780	31	17	13	10
SLAS-6X4	468	1080	39	20	18	14
SLAS-6X6	570	960	34	19	16	12
SLAS-6X8	675	780	31	17	13	10
SLAS-6X10	773	675	29	15	11	8
SLAS-6X12	870	585	26	13	9	7
SLAS-8X6	760	960	34	19	16	12
SLAS-8X8	900	780	31	17	13	10
SLAS-8X10	1030	675	29	15	11	8
SLAS-8X12	1166	585	26	13	9	7
SLAS-10X7	1050	870	32	18	14	11
SLAS-10X8	1200	780	30	15	12	10

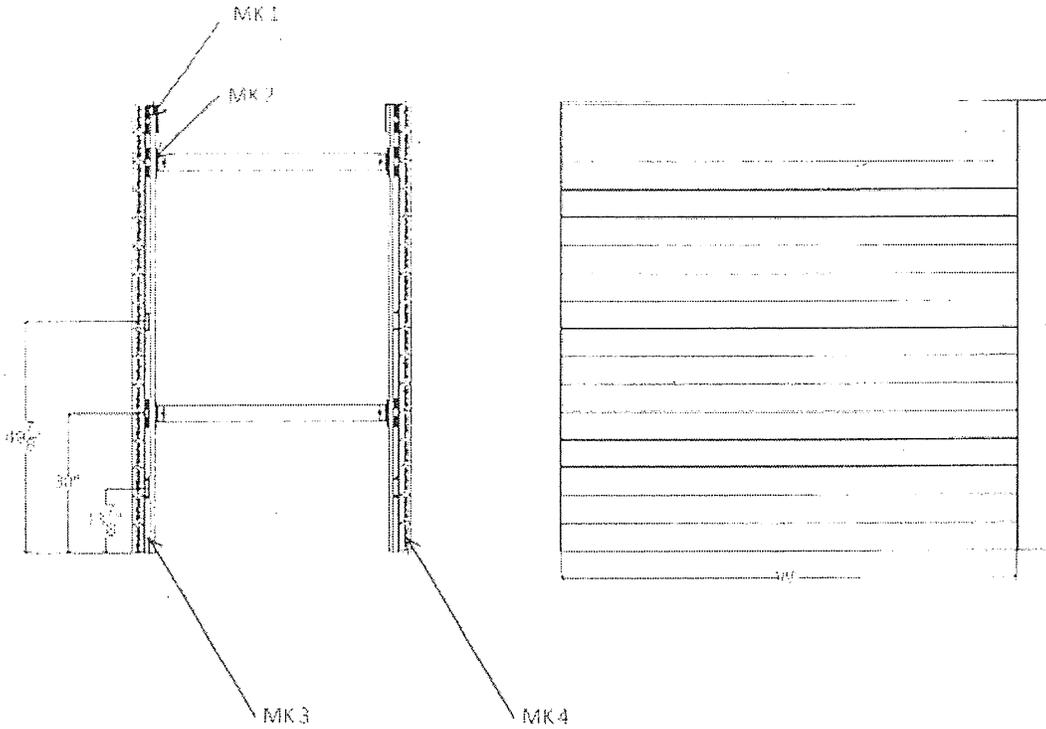
Maximum Allowable Strut Load

18,000 Lbs.

Kundel Industries
PO BOX 4688
Austintown, Ohio 44515
Phone: (330) 259-9000 Fax: (330) 259-9001



SHORLITE ALUMINUM SHIELD SPECIFICATIONS



MK	DESCRIPTION
1	TAMP PAD
2	SOCKET ADAPTER
3	RAIL
4	END CAP

Kundel
INDUSTRIES

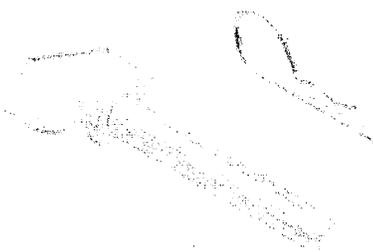
P.O. BOX 4686
AUSTINTOWN, OH 44515
1-877-KUNDEL3

PARTS LIST

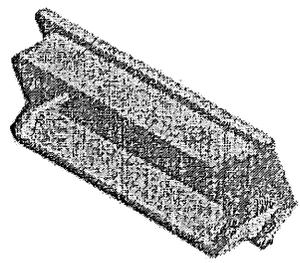
PART	PART NUMBER	DESCRIPTION
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	SLAS-TAMP	SLAS Pound Pad
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	SLAS-SOC	SLAS Adjustable Socket
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	PIN-3STD KEEPER-3STD	Pin and Keeper
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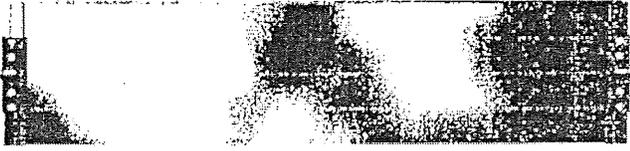
	SLAS-ED	SLAS End Cap
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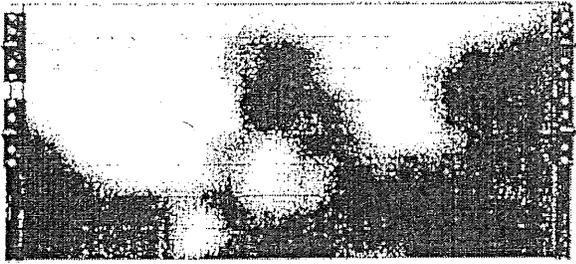
SLAS-4X6	SLAS-4X8	SLAS-4X10	SLAS-4X12	SLAS-6X6	SLAS-6X8	SLAS-6X10	SLAS-6X12	SLAS-8X6	SLAS-8X8	SLAS-8X10	SLAS-8X12	SLAS Panel
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ShoreLite Modular Tabulated Data

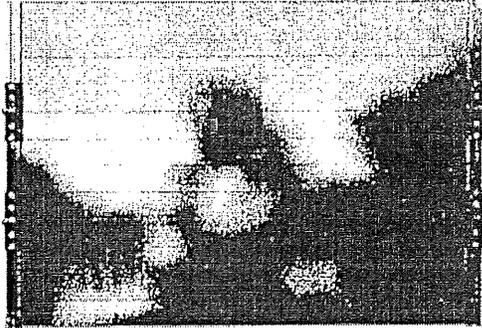
System	Depth Rating (Ft)			Pressure PSF
	A	B	C	
SLP - 2X4	37'	23'	20'	1200
SLP - 2X5	36'	22'	18'	1080
SLP - 2X6	35'	21'	17'	1020
SLP - 2X7	33'	19'	15'	900
SLP - 2X8	31'	17'	13'	780
SLP - 2X9	30'	16'	12'	720
SLP - 2X10	29'	15'	11'	660



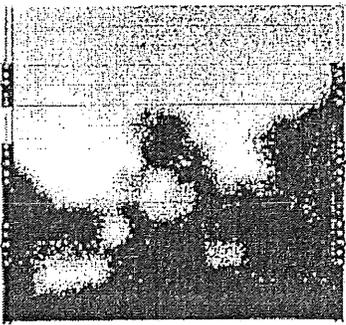
System	Depth Rating (Ft)			Pressure PSF
	A	B	C	
SLP - 4X4	37'	23'	20'	1200
SLP - 4X5	36'	22'	18'	1080
SLP - 4X6	35'	21'	17'	1020
SLP - 4X7	33'	19'	15'	900
SLP - 4X8	31'	17'	13'	780
SLP - 4X9	30'	16'	12'	720
SLP - 4X10	29'	15'	11'	660



System	Depth Rating (Ft)			Pressure PSF
	A	B	C	
SLP - 6X4	37'	23'	20'	1200
SLP - 6X5	36'	22'	18'	1080
SLP - 6X6	35'	21'	17'	1020
SLP - 6X7	33'	19'	15'	900
SLP - 6X8	31'	17'	13'	780
SLP - 6X9	30'	16'	12'	720
SLP - 6X10	29'	15'	11'	660



System	Depth Rating (Ft)			Pressure PSF
	A	B	C	
SLP - 8X4	37'	23'	20'	1200
SLP - 8X5	36'	22'	18'	1080
SLP - 8X6	35'	21'	17'	1020
SLP - 8X7	33'	19'	15'	900
SLP - 8X8	31'	17'	13'	780
SLP - 8X9	30'	16'	12'	720
SLP - 8X10	29'	15'	11'	660



Engineer's Statement : This certifies that the provided Tabulated Data is based on the fact that the Modular Shorelite *TUFFGUY* System has been designed in accordance with the requirements and guidelines promulgated by the occupational safety and health administration



**CITY OF EDINBURG
 BID FORM FOR
 PURCHASE OF TWO (2) TRENCH BOXES**

BID NO. 2016-94

BID OPENING DATE: August 01, 2016 at 3:00 p.m.

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<u>CHECK ONE</u>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> HGAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> OTHER _____	
Specify	
CONTRACT NUMBER: _____	COMMODITY NUMBER: _____
(if applicable)	(if applicable)

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		ALUMINUM TRENCH BOX		
1	1 EA.	8' X 10' ALUMINUM TRENCH BOX AS PER SPECIFICATIONS	\$ <u>10,465</u>	\$ <u>10,465</u>
2	1 EA	FREIGHT	\$ <u>100</u>	\$ <u>100</u>
		TOTAL FOR ALUMINUM TRENCH BOX		\$ <u>10,565</u>
		BUILD A BOX		
1	1 EA.	BUILD A BOX COMPLETE SET AS PER SPECIFICATIONS	\$ <u>15,953.</u>	\$ <u>15,953</u>
2	1 EA.	FREIGHT	\$ <u>100</u>	\$ <u>100</u>
		TOTAL FOR BUILD A BOX		\$ <u>16,053</u>

BID FORM FOR PURCHASE OF TWO (2) TRENCH BOXES (Continued):

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		GRAND TOTAL FOR ALUMINUM TRENCH BOX AND BUILD A BOX DELIVERY TIME: <u>6 weeks</u>		<u>\$ 26,618</u>

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No X

Has the Company ever conducted business with the City of Edinburg? Yes X No _____

Respectfully submitted this 28th day of July, 2016.

SIGNATURE: Steve Hanley

TYPE/PRINT NAME: STEVE HANLEY

TITLE: GEN EMGR

COMPANY: TRENCH PLATE RENTAL CO.
(EFFICIENCY DEALER FOR TEXAS)

ADDRESS: 2515 GALVESTON RD
HOUSTON, TX. 77017

TELEPHONE NO.: 713 702 9273

FAX NO.: NONE

EMAIL: shanley@tprco.com

**CITY OF EDINBURG
 BID FORM FOR
 PURCHASE OF TWO (2) TRENCH BOXES**

BID NO. 2016-94

BID OPENING DATE: August 01, 2016 at 3:00 p.m.

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CHECK ONE

BUYBOARD
 HGAC
 TXMAS
 DEALER/LOCAL
 TX DIR
 TFC
 OTHER _____
Specify

CONTRACT NUMBER: _____ COMMODITY NUMBER: _____
(if applicable) (if applicable)

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		ALUMINUM TRENCH BOX		
1	1 EA.	8' X 10' ALUMINUM TRENCH BOX AS PER SPECIFICATIONS	\$ <u>7,440</u>	\$ <u>7,440</u>
2	1 EA	FREIGHT	\$ _____	\$ <u> </u>
		TOTAL FOR ALUMINUM TRENCH BOX		\$ _____
		BUILD A BOX		
1	1 EA.	BUILD A BOX COMPLETE SET AS PER SPECIFICATIONS	\$ <u>28,110</u>	\$ <u>28,110</u>
2	1 EA.	FREIGHT	\$ _____	\$ <u>600</u>
		TOTAL FOR BUILD A BOX		\$ <u>28,710</u>

BID FORM FOR PURCHASE OF TWO (2) TRENCH BOXES (Continued):

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		GRAND TOTAL FOR ALUMINUM TRENCH BOX AND BUILD A BOX DELIVERY TIME: <u>TBD</u>		<u>\$ 35,550</u>

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No

Has the Company ever conducted business with the City of Edinburg? Yes _____ No

Respectfully submitted this 29 day of July, 2016.

SIGNATURE: Connor Kerrigan

TYPE/PRINT NAME: Connor Kerrigan

TITLE: _____

COMPANY: Trench Tech Inc.

ADDRESS: 1979 Old Bristol Pike
Morrisville, PA 19067

TELEPHONE NO.: 215-547-3800

FAX NO.: 215-547-3855

EMAIL: ckerrigan@shoring-solutions.com

**CITY OF EDINBURG
BID FORM FOR
PURCHASE OF TWO (2) TRENCH BOXES**

BID NO. 2016-94

BID OPENING DATE: August 01, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for Police Department Uniform Cleaning and Pressing Service according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, HGAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

CHECK ONE

BUYBOARD HGAC TXMAS DEALER/LOCAL
 TX DIR TFC OTHER Factory Direct
Specify

CONTRACT NUMBER: _____ COMMODITY NUMBER: _____
(if applicable) (if applicable)

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		ALUMINUM TRENCH BOX		
1	1 EA.	8' X 10' ALUMINUM TRENCH BOX AS PER SPECIFICATIONS	\$ <u>9,900⁰⁰</u>	\$ <u>9,900⁰⁰</u>
2	1 EA	FREIGHT	\$ <u>1,500⁰⁰</u>	\$ <u>1,500⁰⁰</u>
		TOTAL FOR ALUMINUM TRENCH BOX		\$ <u>11,400⁰⁰</u>
		BUILD A BOX		
1	1 EA.	BUILD A BOX COMPLETE SET AS PER SPECIFICATIONS	\$ <u>18,828⁰⁰</u>	\$ <u>18,828⁰⁰</u>
2	1 EA.	FREIGHT	\$ <u>1,500⁰⁰</u>	\$ <u>1,500⁰⁰</u>
		TOTAL FOR BUILD A BOX		\$ <u>20,328⁰⁰</u>

BID FORM FOR PURCHASE OF TWO (2) TRENCH BOXES (Continued):

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		GRAND TOTAL FOR ALUMINUM TRENCH BOX AND BUILD A BOX DELIVERY TIME: <u>12 Days</u>		<u>\$ 39,156⁰⁰</u>

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No X

Has the Company ever conducted business with the City of Edinburg? Yes _____ No X

Respectfully submitted this 27 day of July, 2016.

SIGNATURE: Rodney G Austin
 TYPE/PRINT NAME: Rodney G Austin
 TITLE: V.P. OF SALES
 COMPANY: Efficiency Production
 ADDRESS: 685 Hull Rd
MASON MI 48854
 TELEPHONE NO.: (517) 290-5067
 FAX NO.: (517) 676-0373
 EMAIL: RAUSTING@EfficiencyProduction.com

13. The unit specified shall be eight (8) feet high, ten (10) feet long, and a maximum of 2 ½ inches of aluminum double wall construction. This unit shall carry a maximum of six (6) foot depth rating in Class C Type soil (80 psf per foot of depth).
14. The successful bidder under these specifications shall furnish a minimum of one (1) year warranty on all parts.
15. The company bidding under these specifications shall provide installation instructions, recommended uses, and maintenance instructions upon delivery of the unit.

BUILD A BOX SPECIFICATIONS

Complete set shall consist of the following:

- 16 - Panels (2ft. height) 8ft (lg) 1500 capacity P.S.F.
- Maximum depth rating for spoil type (feet) C-80 (19)
- Panel weight approximately 102(lb) pounds
- 4 - Corner posts, 8ft. (96 inches)
- 4 - Adjustable spreaders (60-96 inches), operating range with 91lbs. of weight.
- 4 - End members (8ft length; 56lbs, weight)
- Connecting pin model no. PIN-MAP-CP (0.3lbs)
- Lifting lug model no. ACC-MAP-LL (2lbs)

**BIDDER'S LIST
PURCHASE OF TWO (2) TRENCH BOXES**

**Griswold Machine & Engineering
8530 M 60
Union City, MI 49094**

**Subelt Rentals
5446 IH-10 East
San Antonio, TX 78219-4503**

**Efficiency Production
685 Hull Rd.
Mason, Michigan 48854**

**Trench Plate Rental
2515 Galveston Rd.
Houston, TX 77017**

**Trenchtech, Inc.
1979 Old Bristol Pike
Morrisville, Pennsylvania 19067**

**United Rentals
6841 Leopard St
Corpus Christi, TX 78409**

**South Texas Trench Safety
7775 Leopard St.
Corpus Christi, TX 78409**

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Awarding RFQ 2016-003, Professional Engineering Services & Project Management Services to the Qualified Firm(s) and Authorize the City Manager to Enter Into a Professional Services Contract with Such Firm as Projects Arise Pursuant to the City's Ordinances and Procurement Policies. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

Request for Qualifications were received on Monday, July 18, 2016 at 3:00 p.m. for Professional Engineering Services & Management Services. On occasion the City of Edinburg requires Engineering Services and Project Management on City projects which do require a specific engineering specialty.

The qualified firm(s) selected should be experienced in the field of Engineering, having experience in the design road and pavement signage, traffic signals, hydrology and hydraulics, utilities infrastructure, water and wastewater infrastructure, as well as other related civil and structural improvements and design. It is expected that the qualified firm(s) selected will have a sufficient level of innovation and appraisal expertise to carry out the projects without constraints to produce documents in a timely manner. The firm must be prepared to assure the City of Edinburg key personnel indicated in their qualification statement will maintain their role in each project and that their present workload is such that each project will be completed on or before the due date.

A total of thirty two (32) Request for Qualifications were received and reviewed by staff. All of the submittals received met the criteria set out in the Request for Qualifications. The following qualified firms listed in alphabetical order have submitted Statements of Qualifications in response to this RFQ:

AEC Engineering, LLC.	Melden & Hunt Inc.
B2Z Engineering, LLC.	Naismith Engineering, Inc.
Cortran Engineering, PLLC	Perez Consulting Engineers
Cruz-Hogan Consultants, Inc.	Quintanilla Headley and Associates, Inc.
Dannenbaum Engineering Company	R. Gutierrez Engineering Corporation
DBR Engineering	REGG Engineering & Surveying
Doucet & Associates, Inc.	RO Engineering, PLLC
ERO International, LLC.	S & B Infrastructure Ltd.
Gonzalez + De La Garza & Associates	SAMES, Inc.
Guzman & Munoz Eng. and Surveying, Inc.	SDI Engineering, LLC.
Half Associates, Inc.	South Texas Infrastructure Group, L.L.C.
Hinojosa Engineering, Inc.	STRADA Engineering and Consulting, LLC.
International Consulting Engineers	SWG Engineering, LLC
KSA Engineers, Inc.	TEDSI Infrastructure Group, Inc.
LeFevre Engineering & Management Consulting	VG Vanguard Engineering, LLC.
LNV, Inc.	WK Engineering

The Selected firm(s) are to be placed on a list for the assignment of projects on a rotating basis. This list will be in effect for a two (2) year period. Staff additionally requests authorization for City Manager or his designated appointee to initiate and enter into a professional services contract with the selected firm(s) and assign tasks as projects arise.

RECOMMENDATION:

Approve Awarding RFQ 2016-003, Professional Engineering Services & Project Management Services to Qualified Firm(s) and Authorize the City Manager or His Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise Pursuant to the City's Ordinances and Procurement Policies.

REVIEWED BY:

PREPARED BY:
Tomas D. Reyna, Assist
Director of Public Work

/s/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

Â /s/Richard M. Hinojosa/
Richard M. Hinojosa
City Manager

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

/s/ Ponciano N. Longori
P.E., CFM
Ponciano N. Longoria P
CFM
Director of Public Work

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



REQUEST FOR QUALIFICATIONS

**RFQ# 2016-003
ENGINEERING &
PROJECT MANAGEMENT
SERVICES**

**SUBMITTAL DEADLINE
MONDAY,
JULY 18, 2016
@ 3:00 PM**



**2015-2016
City Officials**

Richard H. Garcia, Mayor
Richard Molina, Mayor Pro-Tem
David Torres., Councilmember
J.R. Betancourt, Councilmember
Homer Jasso Jr., Councilmember
Richard Hinojosa., City Manager

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2016-003 ENGINEERING & PROJECT MANAGEMENT SERVICES

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T H E C I T Y O F
EDINBURG

REQUEST FOR STATEMENT OF QUALIFICATIONS

The City of Edinburg is soliciting sealed request for statement of qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time**, on Monday, **July 18, 2016**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ # 2016-003
ENGINEERING & PROJECT MANAGEMENT SERVICES

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR STATEMENT OF QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact **Mr. Ponciano N. Longoria P.E. C.F.M.**, Director of Public Works, at (956) 388-8210.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department
(1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of 90 days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ # 2016-003 ENGINEERING & PROJECT MANAGEMENT SERVICES

INTENT

The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFQ

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Five (5) complete sets of the response One (1) original marked "**ORIGINAL**," and Five (5) copies marked. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQ's:

City of Edinburg
C/o City Secretary

P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFQ/s 90 days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFQ

RFQ **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFQ

If unable to submit a RFQ, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications **ENGINEERING & PROJECT MANAGEMENT SERVICES** as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled **"Addenda and Modifications"**.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance

of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within five (5) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(25) In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the

successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

Responses to the RFQ must be addressed to Mr. Ponciano N. Longoria P.E. C.F.M., Director of Public Works, City of Edinburg, 415 W. University Drive by **July 18, 2016 until 3:00 p.m.** for consideration. An original and five (5) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for "**ENGINEERING & PROJECT MANAGEMENT SERVICES**". Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

Hand Delivered RFQ's:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQs:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFQ or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ. A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFQ. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

GENERAL

The City of Edinburg's Department of Public Works is currently seeking to retain a rotation list of qualified professional Engineering firms to provide engineering and project management services. The term of the contract will be two (2) years from 10/01/2016 – 09/30/2018. The work will be assigned on an as-needed basis for a variety of capital improvement projects and city programs and projects. The work may be discrete, short term assignments or may be part of larger capital or planning efforts. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

SCOPE OF SERVICES

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Public Works staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas, and shall provide services and have staffing covering some or all of the specialized categories listed below:

- Street Infrastructure Evaluation and Improvements
- Pavement Management and Improvements
- Utility Infrastructure Evaluation and Improvements
- Erosion and Sediment Control Design
- Water and Wastewater Evaluation and Improvements
- Structural Engineering (Improvements & Design)
- Hydrology & Hydraulics
- Transportation Evaluation
- Traffic Engineering Services
- Traffic Signal Design
- Environmental Engineering Services
- Civil Engineering
- Mechanical, Electrical & Plumbing (MEP) Engineering Services

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

Engineering services provided by the chosen firm(s) may include, but may not be limited to:

- Field investigation and data collection
- Feasibility evaluation and alternatives analysis
- Design development and cost estimating
- Preparation of plans, specifications and estimates
- Review and check plans, subdivision and parcel maps, and computations submitted by private developers
- Review of engineering and encroachment permits
- Prepare environmental reports
- Review of environmental and engineering reports and proposals
- Coordination with utility agencies, consultants, and other public agencies

- Organization, participation and presentations at meetings held by City staff, the City Council, neighborhood groups, and other stakeholders
- Preparation of preliminary documents, plans and/or reports including findings and recommendations
- Preparation final documents, plans and/or reports responding to City and other stakeholder comments
- Preparation of handouts and graphical displays for public meetings
- Management and monitoring of capital improvement project
- Management and monitoring of planning projects
- Administration and monitoring of regional, state and federal grants
- General civil engineering support services as assigned

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

Engineering and Project Management Services Request for Qualifications (RFQ) is requested to be submitted to the **City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78541 no later than 3:00 PM ON JULY 18, 2016.**

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;
2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past five (5) years. Discuss the firm's uniqueness to best perform these services for

the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.

3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.
4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.
5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker’s Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.
6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.
7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).
8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFO.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation or it may choose to follow up with an interview on **Monday, August 15, 2016 IF NECESSARY**. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFO’s for any reason whatsoever. The City may waive informalities or irregularities in the RFO’s received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFO’s.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	July 1, 2016
Publish RFQ	July 1, 2016 & July 08, 2016
RFQ Submission Deadline (Post Marked or Delivered)	July 18, 2016
RFQ Review	July 18, 2016 – August 19, 2016
Firms Interviews, if required	August 15, 2016
City Council Selects Firm(s)	September 6, 2016

CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Ponciano N. Longoria P.E. C.F.M. Director of Public Works at (956) 388-8210 or plongoria@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by **July 18, 2016 and no later than 3:00 pm**. Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **ENGINEERING & PROJECT MANAGEMENT SERVICES**.

STATE OF TEXAS § **AGREEMENT BETWEEN THE CITY OF
EDINBURG AND NAME OF COMPAMY FOR
ENGINEERING & PROJECT MANAGEMENT
SERVICES**

COUNTY OF HIDALGO §

CITY OF EDINBURG §

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “City”) and NAME OF COMPANY.(hereinafter called “Consultant”), are the parties to this Agreement.

RECITALS

WHEREAS, the City of Edinburg has authorized staff to request proposals for the to provide On-Call Professional Services the Consultant shall provide services for specific projects as may be requested by the City such as services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to: Engineering, Project Management Services, and other as-needed services as stated in **Exhibit “D”**; and

WHEREAS, the Consultant has the professional knowledge and abilities to perform the professional engineering and project management services; and

WHEREAS, the City desires to engage the Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

City agrees to employ Consultant to furnish and provide the professional services, as stated in this agreement and **Exhibit “A, C, & D”**. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

SECTION II
BASIC SERVICES OF CONSULTANT

The Consultant shall, in the scope of his work, perform the Scope of Services (herein called “Project”) as specifically identified in **Exhibit “A, C, & D”** of this document. City shall provide Consultant with authorization to proceed, after execution of this agreement.

SECTION III
RESPONSIBILITY OF THE CITY

City will facilitate Consultant’s work by the following tasks:

- A. Provide Consultant with full information as to requirements for the project.
- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

- A. The Consultant shall perform the Engineering Services, more specifically described in Exhibits "A, B, & D".
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform the surveying services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.

- F. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that the City may have against the Consultant for consultant's errors or omissions.
- G. All reports, drawings, plans, and other documentation pertaining to the Project become the property of the City of Edinburg.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay Consultant a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.
- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes pursuant to the City's Code of Ordinances and any other applicable laws of this State.

- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VI
TIME OF PERFORMANCE

Consultant contracts and agrees to provide Professional Services set forth in this contract and as specified by the City in **Exhibit "A, C, & D"**. Work will continue until the Project is declared technically complete by the City Staff.

SECTION VII
TERM OF AGREEMENT

The term of this Agreement shall be two (2) years commencing on October 1, 2016 to September 30, 2018 with the option to extend an additional year upon the approval from the City of Edinburg. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

SECTION VIII
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with the State statute
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

or \$500,000 combined single limits
- C. Comprehensive Auto Liability
 - 1. Bodily Injury
 - \$100,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence

\$100,000 aggregate

or \$500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

\$250,000 each person
\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional

\$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement and the City of Edinburg shall be listed as an additional insured.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

SECTION IX
TERMINATION

- A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice, upon payment to Consultant for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.
- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

SECTION X
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XI
INDEMNIFICATION

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.
- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

SECTION XII
CHANGES

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City

Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.

- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

SECTION XIII
SEVERABILITY

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIV
NOTICE

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XV
NON-APPROPRIATIONS

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XVI
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XVII
MISCELLANEOUS

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this _____ day of _____,
2016.

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager
City of Edinburg
415 W. University Dr
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON P.C.

BY: _____
City Attorney

NAME OF COMPANY

BY: _____
Name
Title
Address
City, State, Zip
Phone
Fax:
Email:

Attachments: Exhibit "A" Scope of Work
Exhibit "B" Insurance
Exhibit "C" Proposal
Exhibit "D" RFQ 2016-003

SAMPLE

**EXHIBIT “A” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPAMY FOR ENGINEERING & PROJECT MANAGEMENT SERVICES**

SAMPLE

SCOPE OF WORK:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City with those services specified in, "Request for Qualifications #2016-003 ENGINEERING & PROJECT MANAGEMENT SERVICES In the City of Edinburg", Dated July 18, 2016.

Consultant shall provide services for specific projects as may be requested by City; such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to:

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Public Works staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas, and shall provide services and have staffing covering some or all of the specialized categories listed below:

- Street Infrastructure Evaluation and Improvements
- Pavement Management and Improvements
- Utility Infrastructure Evaluation and Improvements
- Erosion and Sediment Control Design
- Water and Wastewater Evaluation and Improvements
- Structural Engineering (Improvements & Design)
- Hydrology & Hydraulics
- Transportation Evaluation
- Traffic Engineering Services
- Traffic Signal Design
- Environmental Engineering Services
- Civil Engineering
- Mechanical, Electrical & Plumbing (MEP) Engineering Services

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

Engineering services provided by the chosen firm(s) may include, but may not be limited to:

- Field investigation and data collection
- Feasibility evaluation and alternatives analysis
- Design development and cost estimating
- Preparation of plans, specifications and estimates
- Review and check plans, subdivision and parcel maps, and computations submitted by private developers
- Review of engineering and encroachment permits
- Prepare environmental reports
- Review of environmental and engineering reports and proposals

- Coordination with utility agencies, consultants, and other public agencies
- Organization, participation and presentations at meetings held by City staff, the City Council, neighborhood groups, and other stakeholders
- Preparation of preliminary documents, plans and/or reports including findings and recommendations
- Preparation final documents, plans and/or reports responding to City and other stakeholder comments
- Preparation of handouts and graphical displays for public meetings
- Management and monitoring of capital improvement project
- Management and monitoring of planning projects
- Administration and monitoring of regional, state and federal grants
- General civil engineering support services as assigned

SAMPLE

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR ENGINEERING & PROJECT MANAGEMENT SERVICES**

SAMPLE

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPAMY FOR ENGINEERING & PROJECT MANAGEMENT SERVICES**

SAMPLE

**EXHIBIT "D" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR ENGINEERING & PROJECT MANAGEMENT SERVICES**

SAMPLE

STATE OF TEXAS § **AGREEMENT BETWEEN THE CITY OF
EDINBURG AND NAME OF COMPANY FOR
ENGINEERING & PROJECT MANAGEMENT
SERVICES PURSUANT TO RFQ NO. 2016-
003**

COUNTY OF HIDALGO §

CITY OF EDINBURG §

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “City”) and NAME OF COMPANY.(hereinafter called “Consultant”), are the parties to this Agreement.

RECITALS

WHEREAS, the Consultant was selected for the City’s rotation list for qualified engineering and project management services described in Scope of Work and RFQ No. 2016-003, attached hereto and made apart hereof as **Exhibit “A” and “B”** respectively; and

WHEREAS, the Consultant shall provide such engineering and project management services on an “On-Call” basis as may be requested by the City and such services and scope of work shall be more specifically defined, scheduled, and authorized in subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant and which shall become a part of this Agreement thereafter; and

WHEREAS, the Consultant has the professional knowledge and abilities to perform the professional engineering and project management services; and

WHEREAS, the City desires to engage the Consultant to render services in connection therewith.

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I **EMPLOYMENT OF CONSULTANT**

City agrees to employ Consultant to furnish and provide the professional services, as stated in this agreement and **Exhibit “A”, Exhibit “B”** and any Job Task Order(s) subsequently assigned and agreed to by the parties thereafter. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

SECTION II **BASIC SERVICES OF CONSULTANT**

The Consultant shall, in the scope of his work, perform the services (hereinafter called “Project”) as specifically identified in **Exhibit “A”, Exhibit “B”** and any

subsequently assigned Job Task Order(s) agreed to by the City and the Consultant. City shall provide Consultant with authorization to proceed, after execution of this agreement.

SECTION III **RESPONSIBILITY OF THE CITY**

City will facilitate Consultant's work by the following tasks:

- A. Provide Consultant with full information as to requirements for the project.
- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV **RESPONSIBILITIES OF CONSULTANT**

- A. The Consultant shall perform the Services, more specifically described in **Exhibits "A"**, **Exhibit "B"**, and any subsequent Job Task Order(s) assigned and agreed to by the City and Consultant thereafter.
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform the surveying services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a

waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.
- F. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that the City may have against the Consultant for consultant's errors or omissions.
- G. All reports, drawings, plans, and other documentation pertaining to the Project shall become the property of the City of Edinburg.

SECTION V **PAYMENT AND FEES**

City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay Consultant a sum not to exceed that which is included in a subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.

- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes pursuant to the City's Code of Ordinances and any other applicable laws of this State.
- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VI
TIME OF PERFORMANCE

Consultant contracts and agrees to provide Professional Services set forth in this contract and as specified by the City in **Exhibit "A"**, **Exhibit "B"**, and any subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant. Work will continue until the Project is declared technically complete by the City Staff.

SECTION VII
TERM OF AGREEMENT

The term of this Agreement shall be two (2) years commencing on October 1, 2016 to September 30, 2018 with the option to extend an additional year upon the approval from the City of Edinburg. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

SECTION VIII
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with the State statute
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence

2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits
- C. Comprehensive Auto Liability
 1. Bodily Injury
\$100,000 each person
\$500,000 each occurrence
 2. Property Damage
\$100,000 each occurrence
\$100,000 aggregate

or \$500,000 combined single limits
- D. City's Protective Liability
 1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
 2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits
- E. Professional Liability
 1. Professional
\$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement and the City of Edinburg shall be listed as an additional insured.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

SECTION IX **TERMINATION**

- A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice, upon payment to Consultant for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.
- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

SECTION X
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XI
INDEMNIFICATION

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the

negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.

- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

SECTION XII **CHANGES**

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.
- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

SECTION XIII **SEVERABILITY**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIV **NOTICE**

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XV **NON-APPROPRIATIONS**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XVI
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XVII
MISCELLANEOUS

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2016.

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON P.C.

BY: _____
City Attorney

NAME OF COMPANY

BY: _____
Name
Title
Address
City, State, Zip
Phone
Fax:
Email:

Attachments: Exhibit "A" Scope of Work
Exhibit "B" RFQ 2016-003
Exhibit "C" Insurance

SAMPLE

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME
OF COMPANY FOR ENGINEERING & PROJECT MANAGEMENT SERVICES**

SAMPLE

SCOPE OF WORK:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City with those services specified in, "Request for Qualifications #2016-003 ENGINEERING & PROJECT MANAGEMENT SERVICES In the City of Edinburg", Dated July 18, 2016.

Consultant shall provide services for specific projects as may be requested by City; such services shall be defined, scheduled, and authorized in subsequent Job Task Order(s). Services may include, but not be limited to:

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Public Works staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas, and shall provide services and have staffing covering some or all of the specialized categories listed below:

- Street Infrastructure Evaluation and Improvements
- Pavement Management and Improvements
- Utility Infrastructure Evaluation and Improvements
- Erosion and Sediment Control Design
- Water and Wastewater Evaluation and Improvements
- Structural Engineering (Improvements & Design)
- Hydrology & Hydraulics
- Transportation Evaluation
- Traffic Engineering Services
- Traffic Signal Design
- Environmental Engineering Services
- Civil Engineering
- Mechanical, Electrical & Plumbing (MEP) Engineering Services

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

Engineering services provided by the chosen firm(s) may include, but may not be limited to:

- Field investigation and data collection
- Feasibility evaluation and alternatives analysis
- Design development and cost estimating
- Preparation of plans, specifications and estimates
- Review and check plans, subdivision and parcel maps, and computations submitted by private developers
- Review of engineering and encroachment permits
- Prepare environmental reports
- Review of environmental and engineering reports and proposals

- Coordination with utility agencies, consultants, and other public agencies
- Organization, participation and presentations at meetings held by City staff, the City Council, neighborhood groups, and other stakeholders
- Preparation of preliminary documents, plans and/or reports including findings and recommendations
- Preparation final documents, plans and/or reports responding to City and other stakeholder comments
- Preparation of handouts and graphical displays for public meetings
- Management and monitoring of capital improvement project
- Management and monitoring of planning projects
- Administration and monitoring of regional, state and federal grants
- General civil engineering support services as assigned

SAMPLE

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME
OF COMPANY FOR ENGINEERING & PROJECT MANAGEMENT SERVICES**

SAMPLE

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME
OF COMPANY FOR ENGINEERING & PROJECT MANAGEMENT SERVICES**

SAMPLE

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Awarding RFQ 2016-004, Professional Architectural Services to Qualified Firm(s) and Authorize the City Manager to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise Pursuant to the City's Ordinances and Procurement Policies. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

Request for Qualifications were received on Monday, July 18, 2016 at 3:00 p.m. for Professional Architectural Services. In certain instances the City of Edinburg requires Architectural Services on City projects which do require a specific architectural specialty.

The qualified firm(s) selected should be experienced in the field of Architectural services, having experience in the planning research, site analysis and consultation, land use entitlement, city planning, architectural and engineering design, code analysis, Sustainable design, contracting and sourcing, cost analysis and schedule, construction contract admin, landscaping architecture, and design services for furniture. It is expected that the qualified firm(s) selected will have a sufficient level of innovation and appraisal expertise to carry out the projects without constraints to produce documents in a timely manner. The firm must be prepared to assure the City of Edinburg that key personnel indicated in their qualification statement will maintain their role in each project and that their present workload is such that each project will be completed on or before the due date.

A total of seven (7) Request for Qualifications were received and reviewed by staff. All of the submittals received met the criteria set out in the Request for Qualifications. The following qualified firms listed in alphabetical order have submitted Statements of Qualifications in response to this RFQ:

Boultinghouse Simpson Gates Architects

ERO Architects

Gignac & Associates, LLP

Milnet Architectural Services, PLLC

Negrete & Kolar Architects, LLP

PBK

ROFA Architects, Inc.

The Selected firm(s) are to be placed on a list for the assignment of projects on a rotating basis. This list will remain in effect for a two (2) year period. Staff additionally requests authorization for City Manager or his designated appointee to initiate and enter into a professional services contract with the selected firm(s) and assign task orders as projects arise.

RECOMMENDATION:

Approve Awarding RFQ 2016-004, Professional Architectural Services to Qualified Firm(s) and Authorize the City Manager or His Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise Pursuant to the City's Ordinances and Procurement Policies.

REVIEWED BY:

Â /s/ Ricardo Palacios by CP
Ricardo Palacios
CityAttorney

PREPARED BY:

Â Tomas D. Reyna,
Assistant Director of
Public Works

Â /s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

Â /s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

Â /s/ Ponciano N. Longoria, P.E., CFM
Ponciano N. Longoria
PE, CFM
Director of Public
Works

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R. Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



REQUEST FOR QUALIFICATIONS

**RFQ# 2016-004
PROFESSIONAL
ARCHITECTURAL
SERVICES**

**SUBMITTAL DEADLINE
MONDAY,
JULY 18, 2016
@ 3:00 PM**



**2015-2016
City Officials**

Richard H. Garcia, Mayor
Richard Molina, Mayor Pro-Tem
David Torres., Councilmember
J.R. Betancourt, Councilmember
Homer Jasso Jr., Councilmember
Richard Hinojosa., City Manager

REQUEST FOR QUALIFICATIONS (RFQ)
FOR
RFQ #2016-004 ARCHITECTURAL SERVICES

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T H E C I T Y O F
EDINBURG

REQUEST FOR STATEMENT OF QUALIFICATIONS

The City of Edinburg is soliciting sealed request for statement of qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time**, on Monday, **July 18, 2016**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ # 2016-004
ARCHITECTURAL SERVICES

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR STATEMENT OF QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact **Mr. Ponciano N. Longoria P.E. C.F.M.**, Director of Public Works, at (956) 388-8210.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department
(1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of 90 days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ # 2016-004 ARCHITECTURAL SERVICES

INTENT

The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFQ

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Five (5) complete sets of the response One (1) original marked "**ORIGINAL**," and Five (5) copies marked. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQ's:

City of Edinburg
C/o City Secretary

P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFQ/s 90 days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFQ

RFQ **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFQ

If unable to submit a RFQ, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications **ARCHITECTURAL SERVICES** as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance

of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within five (5) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(25) In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the

successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

Responses to the RFQ must be addressed to Mr. Ponciano N. Longoria P.E. C.F.M., Director of Public Works, City of Edinburg, 415 W. University Drive by **July 18, 2016 until 3:00 p.m.** for consideration. An original and five (5) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for "**ARCHITECTURAL SERVICES**". Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

Hand Delivered RFQ's:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQs:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFQ or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ. A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFQ. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

GENERAL

The City of Edinburg's Department of Public Works is currently seeking to retain a rotation list of qualified professional Architectural firms to provide Architectural services. The term of the contract will be two (2) years with the option to extend an additional one (1) year. The services request is of qualified architect firms with expertise in all phases of the design, construction, repairs, or additions of all city public buildings. It is anticipated that architectural firms will lead full teams of engineers and or related consultants as needed for each project. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

SCOPE OF SERVICES

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Public Works staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas. The scope of services required by this RFQ may include some or all of the following services:

1. **Planning research:** Review, synthesize, update and/or supplement as required completed trial court facilities master plans and/or court programs;
2. **Site analysis and consultation:** Perform site analyses, including test fits, parking, traffic, zoning, geotechnical, on- and off-site utility and related utilization studies; participate in and coordinate with AOC staff, legal counsel, consultants and real estate brokers in site selection and acquisition activities (Real Estate brokerage services are not included in scope of services of this RFQ);
3. **Land use entitlement:** Participate in the preparation of environmental studies and reports as required under CEQA and related local and state laws and regulations, and coordinate required mitigations with site and building design (Environmental site surveys and hazard documentation, EIR preparation, and site remediation services are not included in scope of services of this RFQ);
4. **City planning:** Conduct city-wide operations master planning and analysis; conduct functional programming, design definition and space planning for court building functions;
5. **Architectural and engineering design services:** Provide architectural, structural, civil, mechanical, electrical, plumbing, security, acoustical, interior design, lighting, data/telecommunications, graphics, and related services which may be required in connection with planning, design and execution of renovation and or new building projects. Special services may be requested as warranted by specific projects, including but not limited to, campus planning, geotechnical engineering; land surveys; wind engineering; vibration control; life safety/code consulting; audio visual; physical and electronic security design; parking structure design; and parking revenue control;
6. **Code analysis:** Conduct and/or participate in building, planning, access, and historical code analyses and reviews for new and existing facilities;
7. **Entitlements and approvals:** Identify, coordinate, and support the acquisition of any required entitlements or approvals by local, state, and federal agencies;
8. **Sustainable Design:** Develop, analyze, and implement programs for sustainable site and building design, including LEED goals and documentation;

9. **Contracting and sourcing:** Provide consultation on and analysis of methods of project delivery methods, such as design/bid/build, design/build, and CM @ Risk; participate in preparation of associated conventional or unique contract documents required for procurement; (Legal services, construction management, and construction services are not included in the scope of services in this RFQ);
10. **Cost analysis and schedule planning:** Provide and/or participate in all aspects of project cost estimating and schedule planning, including construction estimating, life cycle costing, value engineering, critical path and special scheduling;
11. **Design services for furniture, fixtures and equipment:** Provide all services required to properly plan, design, specify and coordinate furniture, fixtures, special finishes and equipment;
12. **Site planning and landscape architecture:** Provide all services required to, design, specify and coordinate site design, including grading, utilities, parking lots, roads, driveways, hardscape, landscape, lighting, and irrigation;
13. **Construction contract administration:** Provide construction administration services, including field observations, submittal review, testing and inspection bid document preparation (testing laboratory or construction inspection services are not part of this RFQ), requisition and procurement of specialized pricing and consideration/negotiation of changes, and project contract completion, including punch list, warranty review, preparation of record drawings and closeout;
14. **Building Commissioning:** Participation in development of building commissioning documents and procedures; specification of commissioning procedures, and participation in commissioning program. (Specialized Commissioning agent services are not part of this RFQ);
15. **Move and occupancy planning:** Planning, design and execution of temporary relocations, move planning, and start-up assistance;
16. **Public Art:** For projects that include a public art component provide the services of an artist experienced in creation and installation of artworks in and surrounding public buildings;
17. **Project Reviews:** Participate in peer and constructability reviews of projects.

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

Architectural Services Request for Qualifications (RFQ) is requested to be submitted to the **City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78541 no later than 3:00 PM ON JULY 18, 2016.**

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;
2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past five (5) years. Discuss the firm's uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.
3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.
4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.
5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.
6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.
7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).
8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation or it may choose to follow up with an interview on **Monday, August 15, 2016 IF NECESSARY**. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	July 1, 2016
Publish RFQ	July 1, 2016 & July 08, 2016
RFQ Submission Deadline (Post Marked or Delivered)	July 18, 2016
RFQ Review	July 18, 2016 – August 19, 2016
Firms Interviews, if required	August 15, 2016
City Council Selects Firm(s)	September 6, 2016

CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Ponciano N. Longoria P.E. C.F.M. Director of Public Works at (956) 388-8210 or plongoria@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by **July 18, 2016 and no later than 3:00 pm**. Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **ARCHITECTURAL SERVICES**.

STATE OF TEXAS § **AGREEMENT BETWEEN THE CITY OF
EDINBURG AND NAME OF COMPANY FOR
ARCHITECTURAL SERVICES**

COUNTY OF HIDALGO §

CITY OF EDINBURG §

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “City”) and NAME OF COMPANY.(hereinafter called “Consultant”), are the parties to this Agreement.

RECITALS

WHEREAS, the City of Edinburg has authorized staff to request proposals for the to provide On-Call Professional Services the Consultant shall provide services for specific projects as may be requested by the City such as services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to: Architectural Services, and other as-needed services as stated in **Exhibit “D”**; and

WHEREAS, the Consultant has the professional knowledge and abilities to perform the professional architectural services; and

WHEREAS, the City desires to engage the Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

City agrees to employ Consultant to furnish and provide the professional services, as stated in this agreement and **Exhibit “A, C, & D”**. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

SECTION II
BASIC SERVICES OF CONSULTANT

The Consultant shall, in the scope of his work, perform the Scope of Services (herein called “Project”) as specifically identified in **Exhibit “A, C, & D”** of this document. City shall provide Consultant with authorization to proceed, after execution of this agreement.

SECTION III
RESPONSIBILITY OF THE CITY

City will facilitate Consultant’s work by the following tasks:

- A. Provide Consultant with full information as to requirements for the project.

- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

- A. The Consultant shall perform the Architectural Services, more specifically described in Exhibits "A, B, & D".
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform the architectural services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.

- F. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that the City may have against the Consultant for consultant's errors or omissions.
- G. All reports, drawings, plans, and other documentation pertaining to the Project become the property of the City of Edinburg.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay Consultant a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.
- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes pursuant to the City's Code of Ordinances and any other applicable laws of this State.

- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VI
TIME OF PERFORMANCE

Consultant contracts and agrees to provide Professional Services set forth in this contract and as specified by the City in **Exhibit "A, C, & D"**. Work will continue until the Project is declared technically complete by the City Staff.

SECTION VII
TERM OF AGREEMENT

The term of this Agreement shall be two (2) years commencing on October 1, 2016 to September 30, 2018 with the option to extend an additional year upon the approval from the City of Edinburg. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

SECTION VIII
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with the State statute
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

or \$500,000 combined single limits
- C. Comprehensive Auto Liability
 - 1. Bodily Injury
 - \$100,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence

\$100,000 aggregate

or \$500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

\$250,000 each person
\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional

\$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement and the City of Edinburg shall be listed as an additional insured.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

SECTION IX
TERMINATION

- A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice, upon payment to Consultant for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.
- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

SECTION X
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XI
INDEMNIFICATION

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.
- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

SECTION XII
CHANGES

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City

Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.

- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

SECTION XIII SEVERABILITY

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIV NOTICE

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XV NON-APPROPRIATIONS

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XVI SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XVII MISCELLANEOUS

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2016.

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager
City of Edinburg
415 W. University Dr
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON P.C.

BY: _____
City Attorney

NAME OF COMPANY

BY: _____
Name
Title
Address
City, State, Zip
Phone
Fax:
Email:

Attachments: Exhibit "A" Scope of Work
Exhibit "B" Insurance
Exhibit "C" Proposal
Exhibit "D" RFQ 2016-004

SAMPLE

**EXHIBIT “A” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

SCOPE OF WORK:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City with those services specified in, "Request for Qualifications #2016-004 Architectural Services In the City of Edinburg", Dated July 18, 2016.

Consultant shall provide services for specific projects as may be requested by City; such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to:

1. **Planning research:** Review, synthesize, update and/or supplement as required completed trial court facilities master plans and/or court programs;
2. **Site analysis and consultation:** Perform site analyses, including test fits, parking, traffic, zoning, geotechnical, on- and off-site utility and related utilization studies; participate in and coordinate with AOC staff, legal counsel, consultants and real estate brokers in site selection and acquisition activities (Real Estate brokerage services are not included in scope of services of this RFQ);
3. **Land use entitlement:** Participate in the preparation of environmental studies and reports as required under CEQA and related local and state laws and regulations, and coordinate required mitigations with site and building design (Environmental site surveys and hazard documentation, EIR preparation, and site remediation services are not included in scope of services of this RFQ);
4. **City planning:** Conduct city-wide operations master planning and analysis; conduct functional programming, design definition and space planning for court building functions;
5. **Architectural and engineering design services:** Provide architectural, structural, civil, mechanical, electrical, plumbing, security, acoustical, interior design, lighting, data/telecommunications, graphics, and related services which may be required in connection with planning, design and execution of renovation and or new building projects. Special services may be requested as warranted by specific projects, including but not limited to, campus planning, geotechnical engineering; land surveys; wind engineering; vibration control; life safety/code consulting; audio visual; physical and electronic security design; parking structure design; and parking revenue control;
6. **Code analysis:** Conduct and/or participate in building, planning, access, and historical code analyses and reviews for new and existing facilities;
7. **Entitlements and approvals:** Identify, coordinate, and support the acquisition of any required entitlements or approvals by local, state, and federal agencies;
8. **Sustainable Design:** Develop, analyze, and implement programs for sustainable site and building design, including LEED goals and documentation;
9. **Contracting and sourcing:** Provide consultation on and analysis of methods of project delivery methods, such as design/bid/build, design/build, and CM @ Risk; participate in preparation of associated conventional or unique contract documents required for procurement; (Legal services, construction management, and construction services are not included in the scope of services in this RFQ);

10. **Cost analysis and schedule planning:** Provide and/or participate in all aspects of project cost estimating and schedule planning, including construction estimating, life cycle costing, value engineering, critical path and special scheduling;
11. **Design services for furniture, fixtures and equipment:** Provide all services required to properly plan, design, specify and coordinate furniture, fixtures, special finishes and equipment;
12. **Site planning and landscape architecture:** Provide all services required to, design, specify and coordinate site design, including grading, utilities, parking lots, roads, driveways, hardscape, landscape, lighting, and irrigation;
13. **Construction contract administration:** Provide construction administration services, including field observations, submittal review, testing and inspection bid document preparation (testing laboratory or construction inspection services are not part of this RFQ), requisition and procurement of specialized pricing and consideration/negotiation of changes, and project contract completion, including punch list, warranty review, preparation of record drawings and closeout;
14. **Building Commissioning:** Participation in development of building commissioning documents and procedures; specification of commissioning procedures, and participation in commissioning program. (Specialized Commissioning agent services are not part of this RFQ);
15. **Move and occupancy planning:** Planning, design and execution of temporary relocations, move planning, and start-up assistance;
16. **Public Art:** For projects that include a public art component provide the services of an artist experienced in creation and installation of artworks in and surrounding public buildings;
17. **Project Reviews:** Participate in peer and constructability reviews of projects.

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

**EXHIBIT "D" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

STATE OF TEXAS § **AGREEMENT BETWEEN THE CITY OF
EDINBURG AND NAME OF COMPANY FOR
ARCHITECTURAL SERVICES PURSUANT
TO RFQ NO. 2016-004**

COUNTY OF HIDALGO §

CITY OF EDINBURG §

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “City”) and NAME OF COMPANY.(hereinafter called “Consultant”), are the parties to this Agreement.

RECITALS

WHEREAS, the Consultant was selected for the City’s rotation list for qualified architectural services described in Scope of Work and RFQ No. 2016-004, attached hereto and made apart hereof as **Exhibit “A” and “B”** respectively; and

WHEREAS, the Consultant shall provide such architectural services on an “On-Call” basis as may be requested by the City and such services and scope of work shall be more specifically defined, scheduled, and authorized in subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant and which shall become a part of this Agreement thereafter; and

WHEREAS, the Consultant has the professional knowledge and abilities to perform the professional architectural services; and

WHEREAS, the City desires to engage the Consultant to render services in connection therewith.

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I EMPLOYMENT OF CONSULTANT

City agrees to employ Consultant to furnish and provide the professional services, as stated in this agreement and **Exhibit “A”, Exhibit “B”** and any Job Task Order(s) subsequently assigned and agreed to by the parties thereafter. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

SECTION II BASIC SERVICES OF CONSULTANT

The Consultant shall, in the scope of his work, perform the services (hereinafter called “Project”) as specifically identified in **Exhibit “A”, Exhibit “B”** and any subsequently assigned Job Task Order(s) agreed to by the City and the Consultant.

City shall provide Consultant with authorization to proceed, after execution of this agreement.

SECTION III **RESPONSIBILITY OF THE CITY**

City will facilitate Consultant's work by the following tasks:

- A. Provide Consultant with full information as to requirements for the project.
- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV **RESPONSIBILITIES OF CONSULTANT**

- A. The Consultant shall perform the Architectural Services, more specifically described in **Exhibits "A"**, **Exhibit "B"**, and any subsequent Job Task Order(s) assigned and agreed to by the City and Consultant thereafter.
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform the architectural services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a

waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.
- F. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that the City may have against the Consultant for consultant's errors or omissions.
- G. All reports, drawings, plans, and other documentation pertaining to the Project shall become the property of the City of Edinburg.

SECTION V **PAYMENT AND FEES**

City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay Consultant a sum not to exceed that which is included in a subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.

- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes pursuant to the City's Code of Ordinances and any other applicable laws of this State.
- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VI
TIME OF PERFORMANCE

Consultant contracts and agrees to provide Professional Services set forth in this contract and as specified by the City in **Exhibit "A"**, **Exhibit "B"**, and any subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant. Work will continue until the Project is declared technically complete by the City Staff.

SECTION VII
TERM OF AGREEMENT

The term of this Agreement shall be two (2) years commencing on October 1, 2016 to September 30, 2018 with the option to extend an additional year upon the approval from the City of Edinburg. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

SECTION VIII
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with the State statute
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence

2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits
- C. Comprehensive Auto Liability
 1. Bodily Injury
\$100,000 each person
\$500,000 each occurrence
 2. Property Damage
\$100,000 each occurrence
\$100,000 aggregate

or \$500,000 combined single limits
- D. City's Protective Liability
 1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
 2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits
- E. Professional Liability
 1. Professional
\$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement and the City of Edinburg shall be listed as an additional insured.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

SECTION IX **TERMINATION**

- A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice, upon payment to Consultant for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.
- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

SECTION X
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XI
INDEMNIFICATION

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the

negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.

- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

SECTION XII **CHANGES**

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.
- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

SECTION XIII **SEVERABILITY**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIV **NOTICE**

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XV **NON-APPROPRIATIONS**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XVI
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XVII
MISCELLANEOUS

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2016.

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON P.C.

BY: _____
City Attorney

NAME OF COMPANY

BY: _____
Name
Title
Address
City, State, Zip
Phone
Fax:
Email:

Attachments: Exhibit "A" Scope of Work
Exhibit "B" RFQ 2016-004
Exhibit "C" Insurance

SAMPLE

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME
OF COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

SCOPE OF WORK:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City with those services specified in, "Request for Qualifications #2016-004 Architectural Services In the City of Edinburg", Dated July 18, 2016.

Consultant shall provide services for specific projects as may be requested by City; such services shall be defined, scheduled, and authorized in subsequent Job Task Order(s). Services may include, but not be limited to:

1. **Planning research:** Review, synthesize, update and/or supplement as required completed trial court facilities master plans and/or court programs;
2. **Site analysis and consultation:** Perform site analyses, including test fits, parking, traffic, zoning, geotechnical, on- and off-site utility and related utilization studies; participate in and coordinate with AOC staff, legal counsel, consultants and real estate brokers in site selection and acquisition activities (Real Estate brokerage services are not included in scope of services of this RFQ);
3. **Land use entitlement:** Participate in the preparation of environmental studies and reports as required under CEQA and related local and state laws and regulations, and coordinate required mitigations with site and building design (Environmental site surveys and hazard documentation, EIR preparation, and site remediation services are not included in scope of services of this RFQ);
4. **City planning:** Conduct city-wide operations master planning and analysis; conduct functional programming, design definition and space planning for court building functions;
5. **Architectural and engineering design services:** Provide architectural, structural, civil, mechanical, electrical, plumbing, security, acoustical, interior design, lighting, data/telecommunications, graphics, and related services which may be required in connection with planning, design and execution of renovation and or new building projects. Special services may be requested as warranted by specific projects, including but not limited to, campus planning, geotechnical engineering; land surveys; wind engineering; vibration control; life safety/code consulting; audio visual; physical and electronic security design; parking structure design; and parking revenue control;
6. **Code analysis:** Conduct and/or participate in building, planning, access, and historical code analyses and reviews for new and existing facilities;
7. **Entitlements and approvals:** Identify, coordinate, and support the acquisition of any required entitlements or approvals by local, state, and federal agencies;
8. **Sustainable Design:** Develop, analyze, and implement programs for sustainable site and building design, including LEED goals and documentation;
9. **Contracting and sourcing:** Provide consultation on and analysis of methods of project delivery methods, such as design/bid/build, design/build, and CM @ Risk; participate in preparation of associated conventional or unique contract documents required for procurement; (Legal services, construction management, and construction services are not included in the scope of services in this RFQ);

10. **Cost analysis and schedule planning:** Provide and/or participate in all aspects of project cost estimating and schedule planning, including construction estimating, life cycle costing, value engineering, critical path and special scheduling;
11. **Design services for furniture, fixtures and equipment:** Provide all services required to properly plan, design, specify and coordinate furniture, fixtures, special finishes and equipment;
12. **Site planning and landscape architecture:** Provide all services required to, design, specify and coordinate site design, including grading, utilities, parking lots, roads, driveways, hardscape, landscape, lighting, and irrigation;
13. **Construction contract administration:** Provide construction administration services, including field observations, submittal review, testing and inspection bid document preparation (testing laboratory or construction inspection services are not part of this RFQ), requisition and procurement of specialized pricing and consideration/negotiation of changes, and project contract completion, including punch list, warranty review, preparation of record drawings and closeout;
14. **Building Commissioning:** Participation in development of building commissioning documents and procedures; specification of commissioning procedures, and participation in commissioning program. (Specialized Commissioning agent services are not part of this RFQ);
15. **Move and occupancy planning:** Planning, design and execution of temporary relocations, move planning, and start-up assistance;
16. **Public Art:** For projects that include a public art component provide the services of an artist experienced in creation and installation of artworks in and surrounding public buildings;
17. **Project Reviews:** Participate in peer and constructability reviews of projects.

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME
OF COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME
OF COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Awarding RFQ 2016-005, Land Surveying Services to Qualified Firm(s) and Authorize the City Manager to Enter Into a Professional Services Contact with Such Firm(s) as Projects Arise Pursuant to the City's Ordinances and Procurement Policies. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

Request for Qualifications were received on Monday, July 18, 2016 at 3:00 p.m. for Land Surveying Services. In certain instances the City of Edinburg requires Land Surveying Services for Construction projects and right-of-way acquisition projects, as well as other City business.

The qualified firm(s) selected should be experienced in the field of surveying and be a Professional Land Surveyor. The experienced firm should have general surveying experience and be able to perform land (boundary) surveys and platting, topographic surveys, land title surveys, and construction surveying among others. It is expected that the qualified firm(s) selected will have a sufficient level of innovation and appraisal expertise to carry out the projects without constraints to produce documents in a timely manner. The firm must be prepared to assure the City of Edinburg that key personnel indicated in their qualification statement will maintain their role in each project and that their present workload is such that each project will be completed on or before the due date.

A total of fifteen (15) Requests for Qualifications were received and reviewed by staff. All of the submittals received met the criteria set out in the Request for Qualifications. The following qualified firms listed in alphabetical order have submitted Statements of Qualifications in response to this RFQ:

- | | |
|---|---|
| Aranda & Associates, Inc. | Melden & Hunt Inc. |
| Civil Design Services, Inc. | Quintanilla Headley and Associates Inc. |
| Dannenbaum Engineering Company | R. Gutierrez Engineering Corporation |
| Guzman & Munoz Eng. and Surveying, Inc. | R.O.W. Surveying Services, L.L.C. |
| Half Associates Inc. | REGG Engineering & Surveying |
| Hinojosa Engineering Inc. | S & B Infrastructure, Ltd. |
| JMC Surveying | SAMES Engineering & Surveying |
| LNV Inc. | |

The Selected firm(s) are to be placed on a list for the assignment of projects on a rotating basis. This list will remain in effect for a two (2) year period. Staff additionally requests authorization for City Manager or his designated appointee to initiate and enter into a professional services contract with the selected firm

(s) and assign task orders as projects arise.

RECOMMENDATION:

Approve Awarding RFQ 2016-005, Land Surveying Services to Qualified Firm(s) and Authorize the City Manager or His Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise Pursuant to the City's Ordinances and Procurement Policies.

REVIEWED BY:

PREPARED BY:

Â Tomas D. Reyna,
Assistant Director of
Public Works

Â /s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

Â /s/Richard M.
Hinojosa
Richard M. Hinojosa
City Manager

Â /s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

Â /s/ Ponciano N.
Longoria, P.E., CFM
Ponciano N. Longoria
PE, CFM
Director of Public
Works

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



REQUEST FOR QUALIFICATIONS

**RFQ# 2016-005
LAND SURVEYING
SERVICES**

**SUBMITTAL DEADLINE
MONDAY,
JULY 18, 2016
@ 3:00 PM**



**2015-2016
City Officials**

Richard H. Garcia, Mayor
Richard Molina, Mayor Pro-Tem
David Torres., Councilmember
J.R. Betancourt, Councilmember
Homer Jasso Jr., Councilmember
Richard Hinojosa., City Manager

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2016-005 LAND SURVEYING SERVICES

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T H E C I T Y O F
EDINBURG

REQUEST FOR STATEMENT OF QUALIFICATIONS

The City of Edinburg is soliciting sealed request for statement of qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time**, on Monday, **July 18, 2016**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ # 2016-005
LAND SURVEYING SERVICES

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR STATEMENT OF QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact **Mr. Ponciano N. Longoria P.E. C.F.M.**, Director of Public Works, at (956) 388-8210.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department
(1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of 90 days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ # 2016-005 LAND SURVEYING SERVICES

INTENT

The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFQ

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Five (5) complete sets of the response One (1) original marked "**ORIGINAL**," and Five (5) copies marked. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQ's:

City of Edinburg
C/o City Secretary

P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFQ/s 90 days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFQ

RFQ **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFQ

If unable to submit a RFQ, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications **LAND SURVEYING SERVICES** as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance

of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within five (5) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(25) In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the

successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

Responses to the RFQ must be addressed to Mr. Ponciano N. Longoria P.E. C.F.M., Director of Public Works, City of Edinburg, 415 W. University Drive by **July 18, 2016 until 3:00 p.m.** for consideration. An original and five (5) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for "**LAND SURVEYING SERVICES**". Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

Hand Delivered RFQ's:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQs:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFQ or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ. A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFQ. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

GENERAL

The City of Edinburg's Department of Public Works is currently seeking to retain a rotation list of qualified licensed commercial and residential land and topographical surveying services. The term of the contract will be two (2) years with the option to extend an additional one (1) year. The services request is to provide the following services: surveying and topographical of commercial and residential property and other informational interests and purposes by the City. Generally, the selected surveyor(s) will be expected to perform the services in accordance with the Scope of Services and in accordance with the requirements of this solicitation. The City of Edinburg reserves the right to issue multiple awards under this solicitation as deemed in its own best interests. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

SCOPE OF SERVICES

The City of Edinburg is seeking statements of qualifications from firms interested in providing the City Land Surveying Services on an "as needed" basis. The services to be performed may include topographic, boundary, platting preliminary, and all other necessary land surveying tasks, as specified by the City. The services may be requested by City on a project-to-project basis, which may require from one (1) day to several months to complete. Generally, the selected Surveyor(s) will be expected to perform the services in accordance with the Scope of Services and in accordance with the requirements of this solicitation.

The scope of services covers the requirements of licensed surveyor (s) to assist The City of Edinburg in land and topographical surveying of various properties on an "as needed" basis.

The Surveyor shall perform at a minimum the following tasks:

1. Boundary Lines, Giving Length and Bearing on Each Straight Line; Interior Angles; Radius, Point of Tangency, And Length of Curved Lines. Set Iron Pin (Monument At Property Corners Where None Exists; Drive Pin 18" Into Ground, Mark With Wood Stake; State On Drawing Whether Corners Were Found Or Set And Describe Each.
2. Legal Description, Including Measurements In Recorded Deeds For Comparison With Observed.
3. Area In Square Feet If Less Than One Acre, In Acres (To .001 Acre) If Over One Acre.
4. Identify, Jurisdiction And Width Of Adjoining Street And Highways, Width And How Paved. Identity of Landmarks.
5. Plotted Location of Structures on the Property and on Adjacent Property within 30 Feet. Dimension Perimeters in Feet and Inches to Nearest ½. State Character and Number of Stories. Dimension to Property Lines and Other Buildings. Vacant Parcels Shall Be Noted "Vacant".
6. Encroachments, Including Cornices, Belt Courses, Etc., Either Way Across Property Lines.
7. Fences And Walls; Describe. Identify Party Walls and Locate With Respect To Property Lines.
8. Recorded Or Otherwise Known Easements And Right-Of-Way; State Owner Of Right.

9. Possibilities of Prescriptive Right-Of-Way and Nature of Each.
10. Anticipated Street Widening.
11. Individual Lot Lines and Lot and Block Numbers. Street Numbers of Buildings.
12. Sidewalks, Curbs, Gutters & Drives On The Block And Extend To Include The Same Across Boundary Streets.
13. Building Line and Setback Requirements, If Any.
14. Names of Owners of Adjacent Property.
15. Reconciliation or Explanation of Any Discrepancies between Survey and Recorded Legal Description.
16. Title Searches and Title Reports
17. Right of Way Acquisitions

TOPOGRAPHICAL SURVEY REQUIREMENTS:

1. All Lines of Levels Shall Be Checked By Separate Check Level Lines or On Previous Turning Points or Benchmarks.
2. Traffic Devices, Signs, In Connection with Boundary Streets.
3. Future Plans Of City, Utility Districts, And Municipal Utilities When Such Information Is Discovered in Routine Information Gatherings.
4. Minimum of One Permanent Benchmark on Site for Each Ten or Less Acres; Description and Elevation to Nearest .01'.
5. Contours at 1 Foot Intervals; Error Shall Not Exceed One-Half Contour Interval.
6. Spot Elevations at Each Intersection of a 20 Foot Square Grid Covering the Property and If Possible 5 Foot Grid Interval (S) beyond.
7. Spot Elevations at Street Intersections and at 5 Feet on Center on Curb, Sidewalk, and Edge of Paving Including Far Side of Paving. If Elevations Vary From Established Grades, State Established Grades, State Established Grades Also.
8. Plotted Location of Structures, Man-Made and Natural Features; Floor Elevations at Each Entrance of Building on Property.
9. Location, Size, Depth and Pressure of Water and Gas Mains, and Other Utilities Serving or on the Property, Valves, Meters.
10. Location of Fire Hydrants Available to Property and Size of Main Serving Each.

11. Location of Electric and Telephone Services and Characteristics of Service Available.
12. Location, Size, Depth And Direction Of Flow Of Sanitary Sewers, Storm Drains And Culverts Serving Or On Property; Location Of Catch basins And Manholes And Inverts Of Pipe At Each; Same At Or In Boundary Streets.
13. Name of Operating Authority of Each Utility.
14. Mean Elevation of Eater in Any Excavation, Well or Nearby Body; Flood Level of Streams.
15. Extent of Watershed onto Property. Probability of Freshets Overrunning the Site.
16. Locations of Test Borings If Ascertainable and Elevation of Top of Holes.
17. Trees Of 3" And Over (Caliper 3' Above Ground) Locate Within 1' Tolerance And Give Species.
18. Perimeter Outline Only of Thickly Wooded Areas Unless Otherwise Directed.
19. Location, Size, Elevation Of Elevated: Piping Insulated Piping, Conduit, Pipe Racks And Supports; Except That Above Building Roofs.
20. Show Dimensions And Bearings Of Property Boundaries, And Plot All Locatable Title Exceptions And Easements On The Survey Map.
21. Show Existence or Non-Existence of Any Encroachments and Right Of Way.
22. The Written Legal Description of the Property and Exhibit(S) For Recording Purpose.
23. Provide An Area Measurement Within Boundary Lines.
24. Easements – All Utility, City And Private Easements Shall Be Shown And Labeled.
25. Legal Description And Exhibit(S) For Any Easements Where Required.
26. Setbacks – Building And Parking Setbacks Shall Be Shown And Noted For Each Property Or Zoning Areas.
27. All Above Grade Utilities, Including But Not Limited To Overhead Electrical, Telephone, Cable, Street Lighting, And Other Electrical And Communications Equipment; Location And Rim Elevations Of Sanitary And Storm Sewer Structures, Water Main Valves, And Hydrants; Gas Valves And All Other Above Grade Utility Equipment.
28. All Underground Utilities, Including But Not Limited To Storm, Sanitary, Water, Gas, Telephone, Electrical, And Cable. Rim Elevation, Bottom Of Manhole, And All In And Out Inverts Of Utilities Shall Be Noted. Note: If Any Of These Utilities Do Not Exist Within Or Directly Adjacent To The Survey Area, Surveyor Shall Locate The Nearest Available Service Connection Which Can Be Used For Future Service To Site.

29. Provide On The Survey A List Of Names, Addresses, And Phone Numbers Of All Applicable Utility Companies.
30. Trees, Shrubs, And Planting Areas: All Trees 2" Caliper And Larger Shall Be Labeled With Caliper And Species. All Tree Canopies Shall Be Accurately Shown.
31. All Trees 6" Caliper And Larger Shall Be Labeled With Caliper And Species. All Tree Canopies Shall Be Accurately Shown And Areas Of Woods Or Shrubs Accurately Delineated.
32. Zoning Of The Property And All Adjacent Properties Within 100' Of The Surveyed Area.
33. Provide Planning And Zoning Overlays.
34. Current Flood Plain Information Including FEMA Regulatory 100-Year And 500-Year Floodplain Boundaries, Notation Of Record Flood Event Elevation (2008 Flood), 100- Year Flood Elevation And Other DNR Protected Area Boundaries.
35. All Measurement Tolerances Provided On Such Surveys Must Be Within Readings For Urban Survey As Specified On Accuracy Standards For Alta/Acsm Land Title Surveys.
36. When A Significant Discrepancy With The Record Maps And Documents Are Found, Or If Monuments Are Set Or If Otherwise Required By Law, Surveyor Shall Provide A "Record Of Survey Map" Compliant With City And State Standards.
37. Elevation Certificate For Flood Insurance Purpose (FEMA) Coordination & Documentation Associated With Phase I And Phase II Real Estate.
38. All Firms May Not Be Capable Of Providing The Above Noted Services. If Your Firm Is Capable And Willing To Provide Any Of The Above Services, A Complete Description Of The Nature Of The Service The Firm Is Qualified To Provide Must Be Provided In Your Qualifications.
39. All other topographic surveying as assigned.

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

Land Surveying Services Request for Qualifications (RFQ) is requested to be submitted to the **City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78541 no later than 3:00 PM ON JULY 18, 2016.**

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;
2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past five (5) years. Discuss the firm's uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.
3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.
4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.
5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.
6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.
7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).
8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one

best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

- | | | |
|----|---|-----------|
| a. | Overall Qualification of Team | 40 points |
| b. | Previous Experience with City | 10 points |
| c. | Ability to meet Schedules and Deadlines | 30 points |
| d. | Stability and References | 15 points |
| e. | Presentation | 5 points |

The City may select one (1) or more firms to provide services based on this evaluation or it may choose to follow up with an interview on **Monday, August 15, 2016 IF NECESSARY**. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	July 1, 2016
Publish RFQ	July 1, 2016 & July 08, 2016
RFQ Submission Deadline (Post Marked or Delivered)	July 18, 2016
RFQ Review	July 18, 2016 – August 19, 2016
Firms Interviews, if required	August 15, 2016
City Council Selects Firm(s)	September 6, 2016

CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Ponciano N. Longoria P.E. C.F.M. Director of Public Works at (956) 388-8210 or plongoria@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by **July 18, 2016 and no later than 3:00 pm**. Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **LAND SURVEYING SERVICES**.

STATE OF TEXAS § **AGREEMENT BETWEEN THE CITY OF
EDINBURG AND NAME OF COMPAMY FOR
LAND SURVEYING SERVICES**

COUNTY OF HIDALGO §

CITY OF EDINBURG §

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “City”) and NAME OF COMPANY.(hereinafter called “Consultant”), are the parties to this Agreement.

RECITALS

WHEREAS, the City of Edinburg has authorized staff to request proposals for the to provide On-Call Professional Services the Consultant shall provide services for specific projects as may be requested by the City such as services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to: Land Surveying Services, and other as-needed services as stated in **Exhibit “D”**; and

WHEREAS, the Consultant has the professional knowledge and abilities to perform the professional land surveying services; and

WHEREAS, the City desires to engage the Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

City agrees to employ Consultant to furnish and provide the professional services, as stated in this agreement and **Exhibit “A, C, & D”**. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

SECTION II
BASIC SERVICES OF CONSULTANT

The Consultant shall, in the scope of his work, perform the Scope of Services (herein called “Project”) as specifically identified in **Exhibit “A, C, & D”** of this document. City shall provide Consultant with authorization to proceed, after execution of this agreement.

SECTION III
RESPONSIBILITY OF THE CITY

City will facilitate Consultant’s work by the following tasks:

- A. Provide Consultant with full information as to requirements for the project.

- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

- A. The Consultant shall perform the Land Surveying Services, more specifically described in Exhibits "A, B, & D".
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform the architectural services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.

- F. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that the City may have against the Consultant for consultant's errors or omissions.
- G. All reports, drawings, plans, and other documentation pertaining to the Project become the property of the City of Edinburg.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay Consultant a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.
- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes pursuant to the City's Code of Ordinances and any other applicable laws of this State.

- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VI
TIME OF PERFORMANCE

Consultant contracts and agrees to provide Professional Services set forth in this contract and as specified by the City in **Exhibit "A, C, & D"**. Work will continue until the Project is declared technically complete by the City Staff.

SECTION VII
TERM OF AGREEMENT

The term of this Agreement shall be two (2) years commencing on October 1, 2016 to September 30, 2018 with the option to extend an additional year upon the approval from the City of Edinburg. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

SECTION VIII
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with the State statute
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

or \$500,000 combined single limits
- C. Comprehensive Auto Liability
 - 1. Bodily Injury
 - \$100,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence

\$100,000 aggregate

or \$500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

\$250,000 each person
\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional

\$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement and the City of Edinburg shall be listed as an additional insured.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

SECTION IX
TERMINATION

- A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice, upon payment to Consultant for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.
- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

SECTION X
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XI
INDEMNIFICATION

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.
- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

SECTION XII
CHANGES

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City

Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.

- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

**SECTION XIII
SEVERABILITY**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**SECTION XIV
NOTICE**

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

**SECTION XV
NON-APPROPRIATIONS**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

**SECTION XVI
SUCCESSORS AND ASSIGNS**

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

**SECTION XVII
MISCELLANEOUS**

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this _____ day of _____,
2016.

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager
City of Edinburg
415 W. University Dr
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON P.C.

BY: _____
City Attorney

NAME OF COMPANY

BY: _____
Name
Title
Address
City, State, Zip
Phone
Fax:
Email:

Attachments: Exhibit "A" Scope of Work
Exhibit "B" Insurance
Exhibit "C" Proposal
Exhibit "D" RFQ 2016-005

SAMPLE

**EXHIBIT “A” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

SCOPE OF WORK:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City with those services specified in, "Request for Qualifications #2016-005 Land Surveying Services In the City of Edinburg", Dated July 18, 2016.

Consultant shall provide services for specific projects as may be requested by City; such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to:

1. Boundary Lines, Giving Length and Bearing on Each Straight Line; Interior Angles; Radius, Point of Tangency, And Length of Curved Lines. Set Iron Pin (Monument At Property Corners Where None Exists; Drive Pin 18" Into Ground, Mark With Wood Stake; State On Drawing Whether Corners Were Found Or Set And Describe Each.
2. Legal Description, Including Measurements In Recorded Deeds For Comparison With Observed.
3. Area In Square Feet If Less Than One Acre, In Acres (To .001 Acre) If Over One Acre.
4. Identify, Jurisdiction And Width Of Adjoining Street And Highways, Width And How Paved. Identity of Landmarks.
5. Plotted Location of Structures on the Property and on Adjacent Property within 30 Feet. Dimension Perimeters in Feet and Inches to Nearest ½. State Character and Number of Stories. Dimension to Property Lines and Other Buildings. Vacant Parcels Shall Be Noted "Vacant".
6. Encroachments, Including Cornices, Belt Courses, Etc., Either Way Across Property Lines.
7. Fences And Walls; Describe. Identify Party Walls and Locate With Respect To Property Lines.
8. Recorded Or Otherwise Known Easements And Right-Of-Way; State Owner Of Right.
9. Possibilities of Prescriptive Right-Of-Way and Nature of Each.
10. Anticipated Street Widening.
11. Individual Lot Lines and Lot and Block Numbers. Street Numbers of Buildings.
12. Sidewalks, Curbs, Gutters & Drives On The Block And Extend To Include The Same Across Boundary Streets.
13. Building Line and Setback Requirements, If Any.
14. Names of Owners of Adjacent Property.

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17. Right of Way Acquisitions

TOPOGRAPHICAL SURVEY REQUIREMENTS:

1. All Lines of Levels Shall Be Checked By Separate Check Level Lines or On Previous Turning Points or Benchmarks.
2. Traffic Devices, Signs, In Connection with Boundary Streets.
3. Future Plans Of City, Utility Districts, And Municipal Utilities When Such Information Is Discovered in Routine Information Gatherings.
4. Minimum of One Permanent Benchmark on Site for Each Ten or Less Acres; Description and Elevation to Nearest .01'.
5. Contours at 1 Foot Intervals; Error Shall Not Exceed One-Half Contour Interval.
6. Spot Elevations at Each Intersection of a 20 Foot Square Grid Covering the Property and If Possible 5 Foot Grid Interval (S) beyond.
7. Spot Elevations at Street Intersections and at 5 Feet on Center on Curb, Sidewalk, and Edge of Paving Including Far Side of Paving. If Elevations Vary From Established Grades, State Established Grades, State Established Grades Also.
8. Plotted Location of Structures, Man-Made and Natural Features; Floor Elevations at Each Entrance of Building on Property.
9. Location, Size, Depth and Pressure of Water and Gas Mains, and Other Utilities Serving or on the Property, Valves, Meters.
10. Location of Fire Hydrants Available to Property and Size of Main Serving Each.
11. Location of Electric and Telephone Services and Characteristics of Service Available.
12. Location, Size, Depth And Direction Of Flow Of Sanitary Sewers, Storm Drains And Culverts Serving Or On Property; Location Of Catch basins And Manholes And Inverts Of Pipe At Each; Same At Or In Boundary Streets.
13. Name of Operating Authority of Each Utility.
14. Mean Elevation of Eater in Any Excavation, Well or Nearby Body; Flood Level of Streams.

15. Extent of Watershed onto Property. Probability of Freshets Overrunning the Site.
16. Locations of Test Borings If Ascertainable and Elevation of Top of Holes.
17. Trees Of 3" And Over (Caliper 3' Above Ground) Locate Within 1' Tolerance And Give Species.
18. Perimeter Outline Only of Thickly Wooded Areas Unless Otherwise Directed.
19. Location, Size, Elevation Of Elevated: Piping Insulated Piping, Conduit, Pipe Racks And Supports; Except That Above Building Roofs.
20. Show Dimensions And Bearings Of Property Boundaries, And Plot All Locatable Title Exceptions And Easements On The Survey Map.
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25. Legal Description And Exhibit(S) For Any Easements Where Required.
26. Setbacks – Building And Parking Setbacks Shall Be Shown And Noted For Each Property Or Zoning Areas.
27. All Above Grade Utilities, Including But Not Limited To Overhead Electrical, Telephone, Cable, Street Lighting, And Other Electrical And Communications Equipment; Location And Rim Elevations Of Sanitary And Storm Sewer Structures, Water Main Valves, And Hydrants; Gas Valves And All Other Above Grade Utility Equipment.
28. All Underground Utilities, Including But Not Limited To Storm, Sanitary, Water, Gas, Telephone, Electrical, And Cable. Rim Elevation, Bottom Of Manhole, And All In And Out Inverts Of Utilities Shall Be Noted. Note: If Any Of These Utilities Do Not Exist Within Or Directly Adjacent To The Survey Area, Surveyor Shall Locate The Nearest Available Service Connection Which Can Be Used For Future Service To Site.
29. Provide On The Survey A List Of Names, Addresses, And Phone Numbers Of All Applicable Utility Companies.
30. Trees, Shrubs, And Planting Areas: All Trees 2" Caliper And Larger Shall Be Labeled With Caliper And Species. All Tree Canopies Shall Be Accurately Shown.
31. All Trees 6" Caliper And Larger Shall Be Labeled With Caliper And Species. All Tree Canopies Shall Be Accurately Shown And Areas Of Woods Or Shrubs Accurately Delineated.

32. Zoning Of The Property And All Adjacent Properties Within 100' Of The Surveyed Area.
33. Provide Planning And Zoning Overlays.
34. Current Flood Plain Information Including FEMA Regulatory 100-Year And 500-Year Floodplain Boundaries, Notation Of Record Flood Event Elevation (2008 Flood), 100- Year Flood Elevation And Other DNR Protected Area Boundaries.
35. All Measurement Tolerances Provided On Such Surveys Must Be Within Readings For Urban Survey As Specified On Accuracy Standards For Alta/Acsm Land Title Surveys.
36. When A Significant Discrepancy With The Record Maps And Documents Are Found, Or If Monuments Are Set Or If Otherwise Required By Law, Surveyor Shall Provide A "Record Of Survey Map" Compliant With City And State Standards.
37. Elevation Certificate For Flood Insurance Purpose (FEMA) Coordination & Documentation Associated With Phase I And Phase II Real Estate.
38. All Firms May Not Be Capable Of Providing The Above Noted Services. If Your Firm Is Capable And Willing To Provide Any Of The Above Services, A Complete Description Of The Nature Of The Service The Firm Is Qualified To Provide Must Be Provided In Your Qualifications.
39. All other topographic surveying as assigned.

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

**EXHIBIT "D" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

STATE OF TEXAS § **AGREEMENT BETWEEN THE CITY OF
EDINBURG AND NAME OF COMPANY FOR
COUNTY OF HIDALGO § **LAND SURVEYING SERVICES PURSUANT
TO RFQ NO. 2016-005****

CITY OF EDINBURG §

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called "**City**") and NAME OF COMPANY, (hereinafter called "**Consultant**"), are the parties to this Agreement.

RECITALS

WHEREAS, the Consultant was selected for the City's rotation list for qualified land surveying services described in Scope of Work and RFQ No. 2016-005, attached hereto and made apart hereof as **Exhibit "A" and "B"** respectively; and

WHEREAS, the Consultant shall such land surveying services on an "On-Call" basis as may be requested by the City and such services and scope of work shall be more specifically defined, scheduled, and authorized in subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant and which shall become a part of this Agreement thereafter; and

WHEREAS, the Consultant has the professional knowledge and abilities to perform the professional surveying services; and

WHEREAS, the City desires to engage the Consultant to render services in connection therewith.

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I EMPLOYMENT OF CONSULTANT

City agrees to employ Consultant to furnish and provide the professional services, as stated in this agreement and **Exhibit "A", Exhibit "B"** and any Job Task Order(s) subsequently assigned and agreed to by the parties thereafter. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

SECTION II BASIC SERVICES OF CONSULTANT

The Consultant shall, in the scope of his work, perform the services (hereinafter called "Project") as specifically identified in **Exhibit "A", Exhibit "B"** and any subsequently assigned Job Task Order(s) agreed to by the City and the Consultant.

City shall provide Consultant with authorization to proceed, after execution of this agreement.

SECTION III **RESPONSIBILITY OF THE CITY**

City will facilitate Consultant's work by the following tasks:

- A. Provide Consultant with full information as to requirements for the project.
- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV **RESPONSIBILITIES OF CONSULTANT**

- A. The Consultant shall perform the Land Surveying Services, more specifically described in **Exhibits "A"**, **Exhibit "B"**, and any subsequent Job Task Order(s) assigned and agreed to by the City and Consultant thereafter.
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform the surveying services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a

waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.
- F. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that the City may have against the Consultant for consultant's errors or omissions.
- G. All reports, drawings, plans, and other documentation pertaining to the Project shall become the property of the City of Edinburg.

SECTION V **PAYMENT AND FEES**

City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay Consultant a sum not to exceed that which is included in a subsequently assigned Job Task Order(s) and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.

- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes pursuant to the City's Code of Ordinances and any other applicable laws of this State.
- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VI
TIME OF PERFORMANCE

Consultant contracts and agrees to provide Professional Services set forth in this contract and as specified by the City in **Exhibit "A"**, **Exhibit "B"**, and any subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant. Work will continue until the Project is declared technically complete by the City Staff.

SECTION VII
TERM OF AGREEMENT

The term of this Agreement shall be two (2) years commencing on October 1, 2016 to September 30, 2018 with the option to extend an additional year upon the approval from the City of Edinburg. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

SECTION VIII
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with the State statute
- B. Comprehensive General Liability
 - 1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
 - 2. Property Damage
\$100,000 each occurrence

\$100,000 each aggregate

or \$500,000 combined single limits

C. Comprehensive Auto Liability

1. Bodily Injury

\$100,000 each person

\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence

\$100,000 aggregate

or \$500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

\$250,000 each person

\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence

\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional

\$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement and the City of Edinburg shall be listed as an additional insured.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

SECTION IX **TERMINATION**

- A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice, upon payment to Consultant for services rendered and obligations incurred to date, according to this

contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.

- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

SECTION X
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XI
INDEMNIFICATION

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.

- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

SECTION XII CHANGES

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.
- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

SECTION XIII SEVERABILITY

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIV NOTICE

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XV NON-APPROPRIATIONS

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XVI
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XVII
MISCELLANEOUS

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2016.

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON P.C.

BY: _____
City Attorney

NAME OF COMPANY

BY: _____

Name

Title

Address

City, State, Zip

Phone

Fax:

Email:

Attachments: Exhibit "A" Scope of Work
Exhibit "B" RFQ 2016-005
Exhibit "C" Insurance

SAMPLE

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME
OF COMPANY FOR LAND SURVEYING SERVICES**

SAMPLE

SCOPE OF WORK:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City with those services specified in, "Request for Qualifications #2016-005 Land Surveying Services In the City of Edinburg", Dated July 18, 2016.

Consultant shall provide services for specific projects as may be requested by City; such services shall be defined, scheduled, and authorized in subsequent Job Task Order(s). Services may include, but not be limited to:

1. Boundary Lines, Giving Length and Bearing on Each Straight Line; Interior Angles; Radius, Point of Tangency, And Length of Curved Lines. Set Iron Pin (Monument At Property Corners Where None Exists; Drive Pin 18" Into Ground, Mark With Wood Stake; State On Drawing Whether Corners Were Found Or Set And Describe Each.
2. Legal Description, Including Measurements In Recorded Deeds For Comparison With Observed.
3. Area In Square Feet If Less Than One Acre, In Acres (To .001 Acre) If Over One Acre.
4. Identify, Jurisdiction And Width Of Adjoining Street And Highways, Width And How Paved. Identity of Landmarks.
5. Plotted Location of Structures on the Property and on Adjacent Property within 30 Feet. Dimension Perimeters in Feet and Inches to Nearest $\frac{1}{2}$. State Character and Number of Stories. Dimension to Property Lines and Other Buildings. Vacant Parcels Shall Be Noted "Vacant".
6. Encroachments, Including Cornices, Belt Courses, Etc., Either Way Across Property Lines.
7. Fences And Walls; Describe. Identify Party Walls and Locate With Respect To Property Lines.
8. Recorded Or Otherwise Known Easements And Right-Of-Way; State Owner Of Right.
9. Possibilities of Prescriptive Right-Of-Way and Nature of Each.
10. Anticipated Street Widening.
11. Individual Lot Lines and Lot and Block Numbers. Street Numbers of Buildings.
12. Sidewalks, Curbs, Gutters & Drives On The Block And Extend To Include The Same Across Boundary Streets.
13. Building Line and Setback Requirements, If Any.
14. Names of Owners of Adjacent Property.

15. Reconciliation or Explanation of Any Discrepancies between Survey and Recorded Legal Description.
16. Title Searches and Title Reports
17. Right of Way Acquisitions

TOPOGRAPHICAL SURVEY REQUIREMENTS:

1. All Lines of Levels Shall Be Checked By Separate Check Level Lines or On Previous Turning Points or Benchmarks.
2. Traffic Devices, Signs, In Connection with Boundary Streets.
3. Future Plans Of City, Utility Districts, And Municipal Utilities When Such Information Is Discovered in Routine Information Gatherings.
4. Minimum of One Permanent Benchmark on Site for Each Ten or Less Acres; Description and Elevation to Nearest .01'.
5. Contours at 1 Foot Intervals; Error Shall Not Exceed One-Half Contour Interval.
6. Spot Elevations at Each Intersection of a 20 Foot Square Grid Covering the Property and If Possible 5 Foot Grid Interval (S) beyond.
7. Spot Elevations at Street Intersections and at 5 Feet on Center on Curb, Sidewalk, and Edge of Paving Including Far Side of Paving. If Elevations Vary From Established Grades, State Established Grades, State Established Grades Also.
8. Plotted Location of Structures, Man-Made and Natural Features; Floor Elevations at Each Entrance of Building on Property.
9. Location, Size, Depth and Pressure of Water and Gas Mains, and Other Utilities Serving or on the Property, Valves, Meters.
10. Location of Fire Hydrants Available to Property and Size of Main Serving Each.
11. Location of Electric and Telephone Services and Characteristics of Service Available.
12. Location, Size, Depth And Direction Of Flow Of Sanitary Sewers, Storm Drains And Culverts Serving Or On Property; Location Of Catch basins And Manholes And Inverts Of Pipe At Each; Same At Or In Boundary Streets.
13. Name of Operating Authority of Each Utility.
14. Mean Elevation of Eater in Any Excavation, Well or Nearby Body; Flood Level of Streams.

15. Extent of Watershed onto Property. Probability of Freshets Overrunning the Site.
16. Locations of Test Borings If Ascertainable and Elevation of Top of Holes.
17. Trees Of 3" And Over (Caliper 3' Above Ground) Locate Within 1' Tolerance And Give Species.
18. Perimeter Outline Only of Thickly Wooded Areas Unless Otherwise Directed.
19. Location, Size, Elevation Of Elevated: Piping Insulated Piping, Conduit, Pipe Racks And Supports; Except That Above Building Roofs.
20. Show Dimensions And Bearings Of Property Boundaries, And Plot All Locatable Title Exceptions And Easements On The Survey Map.
21. Show Existence or Non-Existence of Any Encroachments and Right Of Way.
22. The Written Legal Description of the Property and Exhibit(S) For Recording Purpose.
23. Provide An Area Measurement Within Boundary Lines.
24. Easements – All Utility, City And Private Easements Shall Be Shown And Labeled.
25. Legal Description And Exhibit(S) For Any Easements Where Required.
26. Setbacks – Building And Parking Setbacks Shall Be Shown And Noted For Each Property Or Zoning Areas.
27. All Above Grade Utilities, Including But Not Limited To Overhead Electrical, Telephone, Cable, Street Lighting, And Other Electrical And Communications Equipment; Location And Rim Elevations Of Sanitary And Storm Sewer Structures, Water Main Valves, And Hydrants; Gas Valves And All Other Above Grade Utility Equipment.
28. All Underground Utilities, Including But Not Limited To Storm, Sanitary, Water, Gas, Telephone, Electrical, And Cable. Rim Elevation, Bottom Of Manhole, And All In And Out Inverts Of Utilities Shall Be Noted. Note: If Any Of These Utilities Do Not Exist Within Or Directly Adjacent To The Survey Area, Surveyor Shall Locate The Nearest Available Service Connection Which Can Be Used For Future Service To Site.
29. Provide On The Survey A List Of Names, Addresses, And Phone Numbers Of All Applicable Utility Companies.
30. Trees, Shrubs, And Planting Areas: All Trees 2" Caliper And Larger Shall Be Labeled With Caliper And Species. All Tree Canopies Shall Be Accurately Shown.
31. All Trees 6" Caliper And Larger Shall Be Labeled With Caliper And Species. All Tree Canopies Shall Be Accurately Shown And Areas Of Woods Or Shrubs Accurately Delineated.

32. Zoning Of The Property And All Adjacent Properties Within 100' Of The Surveyed Area.
33. Provide Planning And Zoning Overlays.
34. Current Flood Plain Information Including FEMA Regulatory 100-Year And 500-Year Floodplain Boundaries, Notation Of Record Flood Event Elevation (2008 Flood), 100- Year Flood Elevation And Other DNR Protected Area Boundaries.
35. All Measurement Tolerances Provided On Such Surveys Must Be Within Readings For Urban Survey As Specified On Accuracy Standards For Alta/Acsm Land Title Surveys.
36. When A Significant Discrepancy With The Record Maps And Documents Are Found, Or If Monuments Are Set Or If Otherwise Required By Law, Surveyor Shall Provide A "Record Of Survey Map" Compliant With City And State Standards.
37. Elevation Certificate For Flood Insurance Purpose (FEMA) Coordination & Documentation Associated With Phase I And Phase II Real Estate.
38. All Firms May Not Be Capable Of Providing The Above Noted Services. If Your Firm Is Capable And Willing To Provide Any Of The Above Services, A Complete Description Of The Nature Of The Service The Firm Is Qualified To Provide Must Be Provided In Your Qualifications.
39. All other topographic surveying as assigned.

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME
OF COMPANY FOR LAND SURVEYING SERVICES**

SAMPLE

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME
OF COMPANY FOR LAND SURVEYING SERVICES**

SAMPLE

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Awarding RFQ 2016-006, Geo-Technical Engineering to Qualified Firm(s) and Authorize the City Manager to Enter Into a Professional Services Contract with Such Firm(s) as Project Arise Pursuant to the City's Ordinances and Procurement Policies. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

Request for Qualifications were received on Monday, July 18, 2016 at 3:00 p.m. for Geo-Technical Engineering Services. In certain instances the City of Edinburg requires Geo-Technical Engineering Services on City projects which do require a specific geo-technical engineering specialty.

The qualified firm(s) selected should be experienced in the field of geo-technical engineering services, having experience in the Geo-Technical Testing and Construction Materials Testing. It is expected that the qualified firm(s) selected will have a sufficient level of innovation and appraisal expertise to carry out the projects without constraints to produce documents in a timely manner. The firm must be prepared to assure the City of Edinburg that key personnel indicated in their qualification statement will maintain their role in each project and that their present workload is such that each project will be completed on or before the due date.

A total of six (6) Requests for Qualifications were received and reviewed by staff. All of the submittals received met the criteria set out in the Request for Qualifications. The following qualified firms listed in alphabetical order have submitted Statements of Qualifications in response to this RFQ:

Earth Co, LLC

L & G Consulting Engineers, Inc.

Millennium Engineers Group, Inc.

Professional Service Industries, Inc.

Raba Kistner, Inc.

Terracon Consultants, Inc.

The Selected firm(s) are to be placed on a list for the assignment of projects on a rotating basis. This list will remain in effect for a two (2) year period. Staff additionally requests authorization for City Manager or his designated appointee to initiate and enter into a professional services contract with the selected firm(s) and assign task orders as projects arise.

RECOMMENDATION:

Approve Awarding RFQ 2016-006, Geo-Technical Engineering to Qualified Firm(s) and Authorize the

City Manager or His Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise Pursuant to the City's Ordinances and Procurement Policies.

REVIEWED BY:

PREPARED BY:

Â Tomas D. Reyna,
Assistant Director of
Public Works

Â /s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

Â /s/ Richard M.
Hinojosa
Richard M. Hinojosa
City Manager

Â /s/ Ascencion Alonzo
Ascencion Alonzo
Director of Finance

Â /s/ Ponciano N.
Longoria, P.E., CFM
Ponciano N. Longoria
PE, CFM
Director of Public
Works

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



REQUEST FOR QUALIFICATIONS

**RFQ# 2016-006
GEO-TECHNICAL
ENGINEERING SERVICES**

**SUBMITTAL DEADLINE
MONDAY,
JULY 18, 2016
@ 3:00 PM**



**2015-2016
City Officials**

Richard H. Garcia, Mayor
Richard Molina, Mayor Pro-Tem
David Torres., Councilmember
J.R. Betancourt, Councilmember
Homer Jasso Jr., Councilmember
Richard Hinojosa., City Manager

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2016-006 GEO-TECHNICAL ENGINEERING SERVICES

PROCUREMENT INFORMATION..... 2

GENERAL 9

SCOPE OF SERVICES 9

CONTRACT 9

SUBMITTAL REQUIREMENTS 10

SELECTION PROCESS 11

ATTACHMENT – SAMPLE PROFESSIONAL SERVICES AGREEMENT 13



T H E C I T Y O F
EDINBURG

REQUEST FOR STATEMENT OF QUALIFICATIONS

The City of Edinburg is soliciting sealed request for statement of qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time**, on Monday, **July 18, 2016**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ # 2016-006
GEO-TECHNICAL ENGINEERING SERVICES

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR STATEMENT OF QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact **Mr. Ponciano N. Longoria P.E. C.F.M.**, Director of Public Works, at (956) 388-8210.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department
(1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of 90 days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ # 2016-006 GEO-TECHNICAL ENGINEERING SERVICES

INTENT

The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFQ

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Five (5) complete sets of the response One (1) original marked "**ORIGINAL**," and Five (5) copies marked. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQ's:

City of Edinburg
C/o City Secretary

P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFQ/s 90 days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFQ

RFQ **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFQ

If unable to submit a RFQ, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications **LAND SURVEYING SERVICES** as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled **"Addenda and Modifications"**.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance

of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within five (5) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(25) In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the

successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

Responses to the RFQ must be addressed to Mr. Ponciano N. Longoria P.E. C.F.M., Director of Public Works, City of Edinburg, 415 W. University Drive by **July 18, 2016 until 3:00 p.m.** for consideration. An original and five (5) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for **"GEO-TECHNICAL ENGINEERING SERVICES"**. Respondents are advised that **all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

Hand Delivered RFQ's:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQs:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFQ or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ. A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFQ. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

GENERAL

The City of Edinburg's Department of Public Works is currently seeking to retain a rotation list of qualified professional Geo-technical Engineering firms to provide Geo-technical Engineering. The term of the contract will be two (2) years with the option to extend an additional one (1) year. The services request is to provide the following services: Geotechnical Engineering, Construction Materials Testing and Engineering, and Environmental Services of any and all City Projects. It is anticipated that Geo-technical Engineering firms will lead full teams of engineers and or related consultants as needed for each project. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

SCOPE OF SERVICES

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Public Works staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas. The scope of services required by this RFQ may include some or all of the following services:

1. Geotechnical:

- A. Slab on Grade Foundation Evaluation and Recommendation
- B. Special Construction Details for Removal of Ground or Surface Water, Existence of Expansive Clay, Hydrostatic Pressure, etc.
- C. Site Work
- D. Retention Systems
- E. Field Exploration
- F. Laboratory Testing
- G. Analysis and Reports
- H. Other Geotechnical Evaluation

2. Construction Materials Testing:

- A. Plans Review
- B. Earthwork Services
- C. Density Testing
- D. Post Construction Services
- E. Foundation Inspection Services
- F. Concrete Services
- G. Structural Steel Services
- H. Other Laboratory Construction Testing for Infrastructure and/or Building Projects.

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

Geo-Technical Engineering Services Request for Qualifications (RFQ) is requested to be submitted to the **City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78541 no later than 3:00 PM ON JULY 18, 2016.**

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;
2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past five (5) years. Discuss the firm's uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.
3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.
4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.
5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.
6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.
7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).

8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation or it may choose to follow up with an interview on **Monday, August 15, 2016 IF NECESSARY**. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	July 1, 2016
Publish RFQ	July 1, 2016 & July 08, 2016
RFQ Submission Deadline (Post Marked or Delivered)	July 18, 2016
RFQ Review	July 18, 2016 – August 19, 2016
Firms Interviews, if required	August 15, 2016
City Council Selects Firm(s)	September 6, 2016

CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Ponciano N. Longoria P.E. C.F.M. Director of Public Works at (956) 388-8210 or plongoria@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by **July 18, 2016 and no later than 3:00 pm**. Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **GEO-TECHNICAL ENGINEERING SERVICES**.

STATE OF TEXAS § **AGREEMENT BETWEEN THE CITY OF
EDINBURG AND NAME OF COMPAMY FOR
GEO-TECHNICAL ENGINEERING SERVICES**

COUNTY OF HIDALGO §

CITY OF EDINBURG §

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “City”) and NAME OF COMPANY.(hereinafter called “Consultant”), are the parties to this Agreement.

RECITALS

WHEREAS, the City of Edinburg has authorized staff to request proposals for the to provide On-Call Professional Services the Consultant shall provide services for specific projects as may be requested by the City such as services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to: Land Surveying Services, and other as-needed services as stated in **Exhibit “D”**; and

WHEREAS, the Consultant has the professional knowledge and abilities to perform the professional geo-technical engineering services; and

WHEREAS, the City desires to engage the Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

City agrees to employ Consultant to furnish and provide the professional services, as stated in this agreement and **Exhibit “A, C, & D”**. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

SECTION II
BASIC SERVICES OF CONSULTANT

The Consultant shall, in the scope of his work, perform the Scope of Services (herein called “Project”) as specifically identified in **Exhibit “A, C, & D”** of this document. City shall provide Consultant with authorization to proceed, after execution of this agreement.

SECTION III
RESPONSIBILITY OF THE CITY

City will facilitate Consultant’s work by the following tasks:

- A. Provide Consultant with full information as to requirements for the project.

- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

- A. The Consultant shall perform the geo-technical engineering services, more specifically described in Exhibits "A, B, & D".
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform the architectural services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.

- F. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that the City may have against the Consultant for consultant's errors or omissions.
- G. All reports, drawings, plans, and other documentation pertaining to the Project become the property of the City of Edinburg.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay Consultant a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.
- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes pursuant to the City's Code of Ordinances and any other applicable laws of this State.

- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VI
TIME OF PERFORMANCE

Consultant contracts and agrees to provide Professional Services set forth in this contract and as specified by the City in **Exhibit "A, C, & D"**. Work will continue until the Project is declared technically complete by the City Staff.

SECTION VII
TERM OF AGREEMENT

The term of this Agreement shall be two (2) years commencing on October 1, 2016 to September 30, 2018 with the option to extend an additional year upon the approval from the City of Edinburg. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

SECTION VIII
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with the State statute
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregateor \$500,000 combined single limits
- C. Comprehensive Auto Liability
 - 1. Bodily Injury
 - \$100,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence

\$100,000 aggregate

or \$500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

\$250,000 each person
\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional

\$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement and the City of Edinburg shall be listed as an additional insured.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

SECTION IX
TERMINATION

- A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice, upon payment to Consultant for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.
- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

SECTION X
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XI
INDEMNIFICATION

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.
- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

SECTION XII
CHANGES

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City

Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.

- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

SECTION XIII SEVERABILITY

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIV NOTICE

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XV NON-APPROPRIATIONS

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XVI SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XVII MISCELLANEOUS

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this _____ day of _____,
2016.

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager
City of Edinburg
415 W. University Dr
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON P.C.

BY: _____
City Attorney

NAME OF COMPANY

BY: _____
Name
Title
Address
City, State, Zip
Phone
Fax:
Email:

Attachments: Exhibit "A" Scope of Work
Exhibit "B" Insurance
Exhibit "C" Proposal
Exhibit "D" RFQ 2016-006

SAMPLE

**EXHIBIT “A” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

SCOPE OF WORK:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City with those services specified in, "Request for Qualifications #2016-006 Geotechnical Engineering Services In the City of Edinburg", Dated July 18, 2016.

Consultant shall provide services for specific projects as may be requested by City; such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to:

1. Geotechnical:

- A. Slab on Grade Foundation Evaluation and Recommendation
- B. Special Construction Details for Removal of Ground or Surface Water, Existence of Expansive Clay, Hydrostatic Pressure, etc.
- C. Site Work
- D. Retention Systems
- E. Field Exploration
- F. Laboratory Testing
- G. Analysis and Reports
- H. Other Geotechnical Evaluation

2. Construction Materials Testing:

- A. Plans Review
- B. Earthwork Services
- C. Density Testing
- D. Post Construction Services
- E. Foundation Inspection Services
- F. Concrete Services
- G. Structural Steel Services
- H. Other Laboratory Construction Testing for Infrastructure and/or Building Projects.

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

**EXHIBIT "D" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR ARCHITECTURAL SERVICES**

SAMPLE

STATE OF TEXAS § **AGREEMENT BETWEEN THE CITY OF
EDINBURG AND NAME OF COMPANY
FOR GEO-TECHNICAL ENGINEERING
SERVICES PURSUANT TO RFQ NO.
2016-006**

COUNTY OF HIDALGO §

CITY OF EDINBURG §

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called "**City**") and NAME OF COMPANY (hereinafter called "**Consultant**"), are the parties to this Agreement.

RECITALS

WHEREAS, the Consultant was selected for the City's rotation list for qualified geo-technical engineering services described in Scope of Work and RFQ No. 2016-006, attached hereto and made apart hereof as **Exhibit "A"** and **"B"** respectively; and

WHEREAS, the Consultant shall provide such geo-technical engineering services on an "On-Call" basis as may be requested by the City and such services and scope of work shall be more specifically defined, scheduled, and authorized in subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant and which shall become a part of this Agreement thereafter; and

WHEREAS, the Consultant has the professional knowledge and abilities to perform the professional geo-technical engineering services; and

WHEREAS, the City desires to engage the Consultant to render services in connection therewith.

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I **EMPLOYMENT OF CONSULTANT**

City agrees to employ Consultant to furnish and provide the professional services, as stated in this agreement and **Exhibit "A"**, **Exhibit "B"** and any Job Task Order(s) subsequently assigned and agreed to by the parties thereafter. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

SECTION II **BASIC SERVICES OF CONSULTANT**

The Consultant shall, in the scope of his work, perform the services (hereinafter called "Project") as specifically identified in **Exhibit "A"**, **Exhibit "B"** and any subsequently assigned Job Task Order(s) agreed to by the City and the Consultant.

City shall provide Consultant with authorization to proceed, after execution of this agreement.

SECTION III RESPONSIBILITY OF THE CITY

City will facilitate Consultant's work by the following tasks:

- A. Provide Consultant with full information as to requirements for the project.
- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV RESPONSIBILITIES OF CONSULTANT

- A. The Consultant shall perform the geo-technical engineering services more specifically described in **Exhibit "A"**, **Exhibit "B"**, and any subsequent Job Task Order(s) assigned and agreed to by the City and Consultant thereafter.
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform the geo-technical engineering services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a

waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.
- F. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that the City may have against the Consultant for -consultant's errors or omissions.
- G. All reports, drawings, plans, and other documentation pertaining to the Project shall become the property of the City of Edinburg.

SECTION V **PAYMENT AND FEES**

City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay Consultant a sum not to exceed that which is included in a subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.

- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes pursuant to the City's Code of Ordinances and any other applicable laws of this State.
- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VI
TIME OF PERFORMANCE

Consultant contracts and agrees to provide Professional Services set forth in this contract and as specified by the City in **Exhibit "A"**, **Exhibit "B"**, and any subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant. Work will continue until the Project is declared technically complete by the City Staff.

SECTION VII
TERM OF AGREEMENT

The term of this Agreement shall be two (2) years commencing on October 1, 2016 to September 30, 2018 with the option to extend an additional year upon the approval from the City of Edinburg. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

SECTION VIII
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with the State statute
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence

2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits
- C. Comprehensive Auto Liability
 1. Bodily Injury
\$100,000 each person
\$500,000 each occurrence
 2. Property Damage
\$100,000 each occurrence
\$100,000 aggregate

or \$500,000 combined single limits
- D. City's Protective Liability
 1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
 2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits
- E. Professional Liability
 1. Professional
\$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement and the City of Edinburg shall be listed as an additional insured.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

SECTION IX **TERMINATION**

- A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice, upon payment to Consultant for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.
- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

SECTION X
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XI
INDEMNIFICATION

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the

negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.

- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

SECTION XII **CHANGES**

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.
- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

SECTION XIII **SEVERABILITY**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIV **NOTICE**

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XV **NON-APPROPRIATIONS**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XVI
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XVII
MISCELLANEOUS

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2016.

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON P.C.

BY: _____
City Attorney

NAME OF COMPANY

BY: _____
Name
Title
Address
City, State, Zip
Phone
Fax:
Email:

Attachments: Exhibit "A" Scope of Work
Exhibit "B" RFQ 2016-003
Exhibit "C" Insurance

SAMPLE

**EXHIBIT "A" - TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME
OF COMPANY FOR GEO-TECHNICAL ENGINEERING SERVICES**

SAMPLE

SCOPE OF WORK:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City with those services specified in, "Request for Qualifications #2016-006 Geo-Technical Engineering Services In the City of Edinburg", Dated July 18, 2016.

Consultant shall provide services for specific projects as may be requested by City; such services shall be defined, scheduled, and authorized in subsequent Job Task Order(s). Services may include, but not be limited to:

1. Geotechnical:

- A. Slab on Grade Foundation Evaluation and Recommendation
- B. Special Construction Details for Removal of Ground or Surface Water, Existence of Expansive Clay, Hydrostatic Pressure, etc.
- C. Site Work
- D. Retention Systems
- E. Field Exploration
- F. Laboratory Testing
- G. Analysis and Reports
- H. Other Geotechnical Evaluation

2. Construction Materials Testing:

- A. Plans Review
- B. Earthwork Services
- C. Density Testing
- D. Post Construction Services
- E. Foundation Inspection Services
- F. Concrete Services
- G. Structural Steel Services
- H. Other Laboratory Construction Testing for Infrastructure and/or Building Projects.

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME
OF COMPANY FOR GEO-TECHNICAL ENGINEERING SERVICES**

SAMPLE

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME
OF COMPANY FOR GEO-TECHNICAL ENGINEERING SERVICES**

SAMPLE

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Awarding RFQ 2016-007, Real Estate Appraisal Services to Qualified Firm(s) and Authorize the City Manager to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise Pursuant to the City's Ordinances and Procurement Policies [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

Request for Qualifications were received on Monday, July 18, 2016 at 3:00 p.m. for Real Estate Appraisal Services. In certain instances the City of Edinburg requires Appraisal Services on City projects which do require a specific real estate appraisal specialty.

The qualified firm(s) selected should be experienced in the field of general appraisals as well as commercial appraisals and have extensive experience in right-of-way appraising. It is expected that the qualified firm(s) selected will have a sufficient level of innovation and appraisal expertise to carry out the projects without constraints to produce documents in a timely manner. The firm must be prepared to assure the City of Edinburg that key personnel indicated in their qualification statement will maintain their role in each project and that their present workload is such that each project will be completed on or before the due date.

A total of five (5) Requests for Qualifications were received and reviewed by staff. All of the submittals received met the criteria set out in the Request for Qualifications. The following qualified firms listed in alphabetical order have submitted Statements of Qualifications in response to this RFQ:

Integra Realty Resources

Leonel Garza Jr. & Associates LLC

Professional Appraisal Services, Inc.

Southmost Realty Appraisal & Court Expert Witness

Valbridge Property Advisors

The Selected firm(s) are to be placed on a list for the assignment of projects on a rotating basis. This list will remain in effect for a two (2) year period. Staff additionally requests authorization for City Manager or his designated appointee to initiate and enter into a professional services contract with the selected firm (s) and assign task orders as projects arise.

RECOMMENDATION:

Approve Awarding RFQ 2016-007, Real Estate Appraisal Services to Qualified Firm(s) and Authorize the City Manager or His Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise Pursuant to the City's Ordinances and Procurement Policies.

REVIEWED BY:

PREPARED BY:

Â Tomas D. Reyna,
Assistant Director of
Public Works

Â /s/ Ricardo Palacios by CP

Ricardo Palacios
CityAttorney

Â /s/Richard M.
Hinojosa

Richard M. Hinojosa
City Manager

/s/Ascencion AlonzoÂ

Ascencion Alonzo
Director of Finance

Â /s/ Ponciano N.
Longoria, P.E., CFM

Ponciano N. Longoria
PE, CFM
Director of Public
Works

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



REQUEST FOR QUALIFICATIONS

**RFQ# 2016-007
REAL ESTATE
APPRAISAL SERVICES**

**SUBMITTAL DEADLINE
MONDAY,
JULY 18, 2016
@ 3:00 PM**



**2015-2016
City Officials**

Richard H. Garcia, Mayor
Richard Molina, Mayor Pro-Tem
David Torres., Councilmember
J.R. Betancourt, Councilmember
Homer Jasso Jr., Councilmember
Richard Hinojosa., City Manager

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2016-007 REAL ESTATE APPRAISAL SERVICES

PROCUREMENT INFORMATION..... 2

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SCOPE OF SERVICES 9

CONTRACT 9

SUBMITTAL REQUIREMENTS 10

SELECTION PROCESS 11

ATTACHMENT – SAMPLE PROFESSIONAL SERVICES AGREEMENT 13



T H E C I T Y O F
EDINBURG

REQUEST FOR STATEMENT OF QUALIFICATIONS

The City of Edinburg is soliciting sealed request for statement of qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time**, on Monday, **July 18, 2016**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ # 2016-007
REAL ESTATE APPRAISAL SERVICES

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR STATEMENT OF QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact **Mr. Ponciano N. Longoria P.E. C.F.M.**, Director of Public Works, at (956) 388-8210.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department
(1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of 90 days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ # 2016-007 REAL ESTATE APPRAISAL SERVICES

INTENT

The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFQ

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Five (5) complete sets of the response One (1) original marked "**ORIGINAL**," and Five (5) copies marked. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQ's:

City of Edinburg
C/o City Secretary

P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFQ/s 90 days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFQ

RFQ **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFQ

If unable to submit a RFQ, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications **REAL ESTATE APPRAISAL SERVICES** as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance

of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within five (5) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(25) In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the

successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

Responses to the RFQ must be addressed to Mr. Ponciano N. Longoria P.E. C.F.M., Director of Public Works, City of Edinburg, 415 W. University Drive by **July 18, 2016 until 3:00 p.m.** for consideration. An original and five (5) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for **"REAL ESTATE APPRAISAL SERVICES"**. Respondents are advised that **all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

Hand Delivered RFQ's:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQs:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFQ or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ. A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFQ. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

GENERAL

The City of Edinburg's Department of Public Works is currently seeking to retain a rotation list of qualified professional Real Estate Appraisal Services to provide Appraisals. The term of the contract will be two (2) years with the option to extend an additional one (1) year. The services request is to provide the following services: appraisal of real estate properties for acquisition, lease, financial and/or strategic planning and other informational interests and purposes by the City. Generally, the selected real estate appraiser(s) will be expected to perform the services in accordance with the Scope of Services and in accordance with the requirements of this solicitation. The City of Edinburg reserves the right to issue multiple awards under this solicitation as deemed in its own best interests. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

SCOPE OF SERVICES

The City of Edinburg is seeking statements of qualifications from firms interested in providing the City with the services of a licensed real estate appraiser(s) to provide Real Estate Appraisal Services on an "as needed" basis. The required services will consist of the appraisal of real estate properties for acquisition, lease, financial and/or strategic planning and other informational interests and purposes by The City. Generally, the selected real estate appraiser(s) will be expected to perform the services in accordance with the Scope of Services and in accordance with the requirements of this solicitation.

A. The real estate appraiser shall perform at a minimum the following tasks:

1. Provide "fair market value" for viable real estate acquisitions by the City;
2. Prepare market analysis reports that will establish "fair market value" on properties;
3. Research markets and identify potential properties' values selected for acquisition or disposal by the City;
4. Provide professional opinions and reasonable conclusions on value in land developments, business viability, tax appraisals and eminent domains on the City properties and surrounding areas;
5. Prepare comparable reports on the City properties or potential properties as required.
6. Assist the City personnel and/or Broker Agent in the evaluation of real estate acquisition process;
7. Present oral presentations to the City Board of Trustees, as requested by the City; and
8. Ensure all State of Texas laws and procedures regarding real estate appraisals are followed.
9. Appraisal Report Review

B. The firm(s) is to provide real estate appraisal services for various properties on an as needed basis. Services may include, but are not limited to, typical appraisal services pertaining to:

1. Single family structures;
2. Multifamily structures and complexes;
3. Commercial properties including retail, industrial and office;
4. Vacant land, including residential and commercial; and
5. Mixed Use.

C. Appraisal services must comply with all provisions of the Uniform Standards of Professional Appraisal Practice (USPAP), the USPAP Competency Rule, as well as all provisions of local, state and federal applicable laws, ordinances and regulations and may include the following:

1. Income approach appraisals;
2. Cost approach appraisals; and
3. Comparison approach appraisals.

D. Selected firm(s) must be licensed and/or certified in accordance with the Texas Appraisal Licensing and Certification Act, Occupations Code, Title 7 –Practices and Professions Related to Real Property and Housing, Subtitle A –Professions Related to Real Estate, Chapter 1103 – Real Estate Appraisers amended September 1, 2005 and any future amendment.

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

Real Estate Appraisal Services Request for Qualifications (RFQ) is requested to be submitted to the **City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78541 no later than 3:00 PM ON JULY 18, 2016.**

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;
2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past five (5) years. Discuss the firm's uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.

3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.
4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.
5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker’s Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.
6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.
7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).
8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation or it may choose to follow up with an interview on **Monday, August 15, 2016 IF NECESSARY**. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ’s for any reason whatsoever. The City may waive informalities or irregularities in the RFQ’s received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ’s.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City’s Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then

the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	July 1, 2016
Publish RFQ	July 1, 2016 & July 08, 2016
RFQ Submission Deadline (Post Marked or Delivered)	July 18, 2016
RFQ Review	July 18, 2016 – August 19, 2016
Firms Interviews, if required	August 15, 2016
City Council Selects Firm(s)	September 6, 2016

CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Ponciano N. Longoria P.E. C.F.M. Director of Public Works at (956) 388-8210 or plongoria@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by **July 18, 2016 and no later than 3:00 pm**. Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **REAL ESTATE APPRAISAL SERVICES**.

STATE OF TEXAS § **AGREEMENT BETWEEN THE CITY OF
EDINBURG AND NAME OF COMPAMY FOR
REAL ESTATE APPRAISAL SERVICES**

COUNTY OF HIDALGO §

CITY OF EDINBURG §

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “City”) and NAME OF COMPANY.(hereinafter called “Consultant”), are the parties to this Agreement.

RECITALS

WHEREAS, the City of Edinburg has authorized staff to request proposals for the to provide On-Call Professional Services the Consultant shall provide services for specific projects as may be requested by the City such as services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to: Land Surveying Services, and other as-needed services as stated in **Exhibit “D”**; and

WHEREAS, the Consultant has the professional knowledge and abilities to perform the professional real estate appraisal services; and

WHEREAS, the City desires to engage the Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

City agrees to employ Consultant to furnish and provide the professional services, as stated in this agreement and **Exhibit “A, C, & D”**. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

SECTION II
BASIC SERVICES OF CONSULTANT

The Consultant shall, in the scope of his work, perform the Scope of Services (herein called “Project”) as specifically identified in **Exhibit “A, C, & D”** of this document. City shall provide Consultant with authorization to proceed, after execution of this agreement.

SECTION III
RESPONSIBILITY OF THE CITY

City will facilitate Consultant’s work by the following tasks:

- A. Provide Consultant with full information as to requirements for the project.

- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

- A. The Consultant shall perform the real estate appraisal services, more specifically described in Exhibits "A, B, & D".
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform the architectural services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.

- F. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that the City may have against the Consultant for consultant's errors or omissions.
- G. All reports, drawings, plans, and other documentation pertaining to the Project become the property of the City of Edinburg.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay Consultant a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.
- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes pursuant to the City's Code of Ordinances and any other applicable laws of this State.

- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VI
TIME OF PERFORMANCE

Consultant contracts and agrees to provide Professional Services set forth in this contract and as specified by the City in **Exhibit "A, C, & D"**. Work will continue until the Project is declared technically complete by the City Staff.

SECTION VII
TERM OF AGREEMENT

The term of this Agreement shall be two (2) years commencing on October 1, 2016 to September 30, 2018 with the option to extend an additional year upon the approval from the City of Edinburg. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

SECTION VIII
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with the State statute
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregateor \$500,000 combined single limits
- C. Comprehensive Auto Liability
 - 1. Bodily Injury
 - \$100,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence

\$100,000 aggregate

or \$500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

\$250,000 each person
\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional

\$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement and the City of Edinburg shall be listed as an additional insured.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

SECTION IX
TERMINATION

- A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice, upon payment to Consultant for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.
- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

SECTION X
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XI
INDEMNIFICATION

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.
- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

SECTION XII
CHANGES

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City

Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.

- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

SECTION XIII SEVERABILITY

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIV NOTICE

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XV NON-APPROPRIATIONS

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XVI SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XVII MISCELLANEOUS

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this _____ day of _____,
2016.

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager
City of Edinburg
415 W. University Dr
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON P.C.

BY: _____
City Attorney

NAME OF COMPANY

BY: _____
Name
Title
Address
City, State, Zip
Phone
Fax:
Email:

Attachments: Exhibit "A" Scope of Work
Exhibit "B" Insurance
Exhibit "C" Proposal
Exhibit "D" RFQ 2016-007

SAMPLE

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR REAL ESTATE APPRAISAL SERVICES**

SAMPLE

SCOPE OF WORK:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City with those services specified in, "Request for Qualifications #2016-007 Architectural Services In the City of Edinburg", Dated July 18, 2016.

Consultant shall provide services for specific projects as may be requested by City; such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to:

The City of Edinburg is seeking statements of qualifications from firms interested in providing the City with the services of a licensed real estate appraiser(s) to provide Real Estate Appraisal Services on an "as needed" basis. The required services will consist of the appraisal of real estate properties for acquisition, lease, financial and/or strategic planning and other informational interests and purposes by The City. Generally, the selected real estate appraiser(s) will be expected to perform the services in accordance with the Scope of Services and in accordance with the requirements of this solicitation.

A. The real estate appraiser shall perform at a minimum the following tasks:

1. Provide "fair market value" for viable real estate acquisitions by the City;
2. Prepare market analysis reports that will establish "fair market value" on properties;
3. Research markets and identify potential properties' values selected for acquisition or disposal by the City;
4. Provide professional opinions and reasonable conclusions on value in land developments, business viability, tax appraisals and eminent domains on the City properties and surrounding areas;
5. Prepare comparable reports on the City properties or potential properties as required.
6. Assist the City personnel and/or Broker Agent in the evaluation of real estate acquisition process;
7. Present oral presentations to the City Board of Trustees, as requested by the City; and
8. Ensure all State of Texas laws and procedures regarding real estate appraisals are followed.
9. Appraisal Report Review

B. The firm(s) is to provide real estate appraisal services for various properties on an as needed basis. Services may include, but are not limited to, typical appraisal services pertaining to:

1. Single family structures;
2. Multifamily structures and complexes;
3. Commercial properties including retail, industrial and office;
4. Vacant land, including residential and commercial; and
5. Mixed Use.

C. Appraisal services must comply with all provisions of the Uniform Standards of Professional Appraisal Practice (USPAP), the USPAP Competency Rule, as well as all provisions of local, state and federal applicable laws, ordinances and regulations and may include the following:

1. Income approach appraisals;
2. Cost approach appraisals; and
3. Comparison approach appraisals.

D. Selected firm(s) must be licensed and/or certified in accordance with the Texas Appraisal Licensing and Certification Act, Occupations Code, Title 7 –Practices and Professions Related to Real Property and Housing, Subtitle A –Professions Related to Real Estate, Chapter 1103 – Real Estate Appraisers amended September 1, 2005 and any future amendment.

SAMPLE

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPAMY FOR REAL ESTATE APPRAISAL SERVICES**

SAMPLE

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR REAL ESTATE APPRAISAL SERVICES**

SAMPLE

**EXHIBIT "D" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR REAL ESTATE APPRAISAL SERVICES**

SAMPLE

STATE OF TEXAS § AGREEMENT BETWEEN THE CITY OF
EDINBURG AND NAME OF COMPANY FOR
COUNTY OF HIDALGO § REAL ESTATE APPRAISAL SERVICES
PURSUANT TO RFQ NO. 2016-007
CITY OF EDINBURG §

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “City”) and NAME OF COMPANY (hereinafter called “Consultant”), are the parties to this Agreement.

RECITALS

WHEREAS, the Consultant was selected for the City’s rotation list for qualified real estate appraisal services described in Scope of Work and RFQ No. 2016-007, attached hereto and made apart hereof as **Exhibit “A” and “B”** respectively; and

WHEREAS, the Consultant shall provide such real estate appraisal services on an “On-Call” basis as may be requested by the City and such services and scope of work shall be more specifically defined, scheduled, and authorized in subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant and which shall become a part of this Agreement thereafter; and

WHEREAS, the City desires to engage the Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

City agrees to employ Consultant to furnish and provide the professional services, as stated in this agreement and **Exhibit “A”, Exhibit “B”** and any Job Task Order(s) subsequently assigned and agreed to by the parties thereafter. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

SECTION II
BASIC SERVICES OF CONSULTANT

The Consultant shall, in the scope of his work, perform the services (hereinafter called “Project”) as specifically identified in **Exhibit “A”, Exhibit “B”** and any subsequently assigned Job Task Order(s) agreed to by the City and the Consultant. City shall provide Consultant with authorization to proceed, after execution of this agreement.

SECTION III
RESPONSIBILITY OF THE CITY

City will facilitate Consultant's work by the following tasks:

- A. Provide Consultant with full information as to requirements for the project.
- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

- A. The Consultant shall perform the real estate appraisal services, more specifically described in Exhibits "A, B, & D".
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform the architectural services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's

negligent performance of any of the services furnished under this Agreement. The Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.

- F. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that the City may have against the Consultant for consultant's errors or omissions.
- G. All reports, drawings, plans, and other documentation pertaining to the Project shall become the property of the City of Edinburg.

SECTION V **PAYMENT AND FEES**

City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay Consultant a sum not to exceed that which is included in a subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.
- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.

- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes pursuant to the City's Code of Ordinances and any other applicable laws of this State.
- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VI
TIME OF PERFORMANCE

Consultant contracts and agrees to provide Professional Services set forth in this contract and as specified by the City in **Exhibit "A"** **Exhibit "B"**, and any subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant. Work will continue until the Project is declared technically complete by the City Staff.

SECTION VII
TERM OF AGREEMENT

The term of this Agreement shall be two (2) years commencing on October 1, 2016 to September 30, 2018 with the option to extend an additional year upon the approval from the City of Edinburg. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

SECTION VIII
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with the State statute
 - B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate
- or \$500,000 combined single limits

- C. Comprehensive Auto Liability
 - 1. Bodily Injury
 - \$100,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 aggregate

or \$500,000 combined single limits
- D. City's Protective Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

or \$500,000 combined single limits
- E. Professional Liability
 - 1. Professional
 - \$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement and the City of Edinburg shall be listed as an additional insured.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

SECTION IX **TERMINATION**

- A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice, upon payment to Consultant for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.

- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

SECTION X
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XI
INDEMNIFICATION

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.
- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

SECTION XII
CHANGES

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.
- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

SECTION XIII
SEVERABILITY

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIV
NOTICE

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XV
NON-APPROPRIATIONS

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XVI
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XVII
MISCELLANEOUS

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2016.

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON P.C.

BY: _____
City Attorney

NAME OF COMPANY

BY: _____

Name
Title
Address
City, State, Zip
Phone
Fax:
Email:

Attachments: Exhibit "A" Scope of Work
Exhibit "B" RFQ 2016-007
Exhibit "C" Insurance

SAMPLE

**EXHIBIT “A” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME
OF COMPANY FOR REAL ESTATE APPRAISAL SERVICES**

SAMPLE

SCOPE OF WORK:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City with those services specified in, "Request for Qualifications #2016-007 Real Estate Appraisal Services In the City of Edinburg", Dated July 18, 2016.

Consultant shall provide services for specific projects as may be requested by City; such services shall be defined, scheduled, and authorized in subsequent Job Task Order(s). Services may include, but not be limited to:

The City of Edinburg is seeking statements of qualifications from firms interested in providing the City with the services of a licensed real estate appraiser(s) to provide Real Estate Appraisal Services on an "as needed" basis. The required services will consist of the appraisal of real estate properties for acquisition, lease, financial and/or strategic planning and other informational interests and purposes by The City. Generally, the selected real estate appraiser(s) will be expected to perform the services in accordance with the Scope of Services and in accordance with the requirements of this solicitation.

A. The real estate appraiser shall perform at a minimum the following tasks:

1. Provide "fair market value" for viable real estate acquisitions by the City;
2. Prepare market analysis reports that will establish "fair market value" on properties;
3. Research markets and identify potential properties' values selected for acquisition or disposal by the City;
4. Provide professional opinions and reasonable conclusions on value in land developments, business viability, tax appraisals and eminent domains on the City properties and surrounding areas;
5. Prepare comparable reports on the City properties or potential properties as required.
6. Assist the City personnel and/or Broker Agent in the evaluation of real estate acquisition process;
7. Present oral presentations to the City Board of Trustees, as requested by the City; and
8. Ensure all State of Texas laws and procedures regarding real estate appraisals are followed.
9. Appraisal Report Review

B. The firm(s) is to provide real estate appraisal services for various properties on an as needed basis. Services may include, but are not limited to, typical appraisal services pertaining to:

1. Single family structures;
2. Multifamily structures and complexes;
3. Commercial properties including retail, industrial and office;
4. Vacant land, including residential and commercial; and
5. Mixed Use.

C. Appraisal services must comply with all provisions of the Uniform Standards of Professional Appraisal Practice (USPAP), the USPAP Competency Rule, as well as all provisions of local, state and federal applicable laws, ordinances and regulations and may include the following:

1. Income approach appraisals;
2. Cost approach appraisals; and
3. Comparison approach appraisals.

D. Selected firm(s) must be licensed and/or certified in accordance with the Texas Appraisal Licensing and Certification Act, Occupations Code, Title 7 –Practices and Professions Related to Real Property and Housing, Subtitle A –Professions Related to Real Estate, Chapter 1103 – Real Estate Appraisers amended September 1, 2005 and any future amendment.

SAMPLE

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME
OF COMPANY FOR REAL ESTATE APPRAISAL SERVICES**

SAMPLE

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME
OF COMPANY FOR REAL ESTATE APPRAISAL SERVICES**

SAMPLE

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Awarding RFQ 2016-008, Right-of-Way Acquisition Services to Qualified Firm(s) and Authorize the City Manager to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise Pursuant to the City's Ordinances and Procurement Policies. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

Request for Qualifications were received on Monday, July 18, 2016 at 3:00 p.m. Right-of-Way Acquisition Services. On occasion the City of Edinburg requires Right-of-Way Acquisition Services on City projects which do require a specific land acquisition specialty.

The qualified firm(s) selected should be experienced in the field of Right-of-Way Acquisition Services, having experience but is not limited to: review appraisal, negotiation, escrow, title coordination, project management and administrative services and other informational interests and purposes by The City. It is expected that the qualified firm(s) selected will have a sufficient level of innovation and expertise to carry out the projects without constraints to produce documents in a timely manner. The firm must be prepared to assure the City of Edinburg that key personnel indicated in their qualification statement will maintain their role in each project and that their present workload is such that each project will be completed on or before the due date.

A total of five (5) Request for Qualifications were received and reviewed by staff. All of the submittals received met the criteria set out in the Request for Qualifications. The following qualified firms listed in alphabetical order have submitted Statements of Qualifications in response to this RFQ:

Contract Land Staff, LLC

Halff Associates Inc.

Right of Way Service Inc.

Southmost Realty, Appraisals & Court Expert Witness

Valbridge Property Advisors

The Selected firm(s) are to be placed on a list for the assignment of projects on a rotating basis. This list will remain in effect for a two (2) year period. Staff additionally requests authorization for City Manager or his designated appointee to initiate and enter into a professional services contract with the selected firm(s) and assign task orders as projects arise.

RECOMMENDATION:

Approve Awarding RFQ 2016-008, Right-of-Way Acquisition Services to Qualified Firm(s) and Authorize the City Manager or His Designated Appointee to Enter Into a Professional Services Contract

with Such Firm(s) as Projects Arise Pursuant to the City's Ordinances and Procurement Policies.

REVIEWED BY:

PREPARED BY:

Â Tomas D. Reyna,
Assistant Director of
Public Works

Â /s/Ricardo Palacios by CP
Ricardo Palacios
CityAttorney

Â /s/Richard M.
Hinojosa
Richard M. Hinojosa
City Manager

Â /s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

Â /s/ Ponciano N.
Longoria, P.E., CFM
Ponciano N. Longoria
PE, CFM
Director of Public
Works

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



REQUEST FOR QUALIFICATIONS

**RFQ# 2016-008
RIGHT-OF-WAY
ACQUISITION SERVICES**

**SUBMITTAL DEADLINE
MONDAY,
JULY 18, 2016
@ 3:00 PM**



**2015-2016
City Officials**

Richard H. Garcia, Mayor
Richard Molina, Mayor Pro-Tem
David Torres., Councilmember
J.R. Betancourt, Councilmember
Homer Jasso Jr., Councilmember
Richard Hinojosa., City Manager

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2016-008 RIGHT-OF-WAY ACQUISITION SERVICES

PROCUREMENT INFORMATION..... 2

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SELECTION PROCESS 11

ATTACHMENT – SAMPLE PROFESSIONAL SERVICES AGREEMENT 13



T H E C I T Y O F
EDINBURG

REQUEST FOR STATEMENT OF QUALIFICATIONS

The City of Edinburg is soliciting sealed request for statement of qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time**, on Monday, **July 18, 2016**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ # 2016-008
RIGHT-OF-WAY ACQUISITION SERVICES

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR STATEMENT OF QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact **Mr. Ponciano N. Longoria P.E. C.F.M.**, Director of Public Works, at (956) 388-8210.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department
(1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of 90 days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ # 2016-008 RIGHT-OF-WAY ACQUISITION SERVICES

INTENT

The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFQ

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Five (5) complete sets of the response One (1) original marked "**ORIGINAL**," and Five (5) copies marked. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQ's:

City of Edinburg
C/o City Secretary

P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFQ/s 90 days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFQ

RFQ **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFQ

If unable to submit a RFQ, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications **RIGHT-OF-WAY ACQUISITION SERVICES** as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance

of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within five (5) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(25) In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the

successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

Responses to the RFQ must be addressed to Mr. Ponciano N. Longoria P.E. C.F.M., Director of Public Works, City of Edinburg, 415 W. University Drive by **July 18, 2016 until 3:00 p.m.** for consideration. An original and five (5) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for "**RIGHT-OF-WAY ACQUISITION SERVICES**". Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

Hand Delivered RFQ's:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQs:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFQ or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ. A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFQ. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

GENERAL

The City of Edinburg's Department of Public Works is currently seeking to retain a rotation list of qualified professional Right-of-Way Acquisition Services. The term of the contract will be two (2) years with the option to extend an additional one (1) year. The services request is to provide the following services review appraisal, negotiation, escrow, title coordination, project management and administrative services. and other informational interests and purposes by the City. Generally, the selected right-of-way acquisition service(s) will be expected to perform the services in accordance with the Scope of Services and in accordance with the requirements of this solicitation. The City of Edinburg reserves the right to issue multiple awards under this solicitation as deemed in its own best interests. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

SCOPE OF SERVICES

The City of Edinburg is seeking statements of qualifications from firms interested in providing the City with the services to provide Right-of-Way Acquisition Services on an "as needed" basis. The required services will consist of but is not limited to: review appraisal, negotiation, escrow, title coordination, project management and administrative services and other informational interests and purposes by The City. Generally, the selected firm will be expected to perform the services in accordance with the Scope of Services and in accordance with the requirements of this solicitation.

Consultant services may include, but not necessarily be limited to:

1. Appraisal Services - Consisting of reviewing property appraisals, preparation of appraisal reports. (However, the City reserves the right to contract directly with Appraisers independent of this contract and provide said appraisals and reports to the Right-of-Way Consultant.)
2. Negotiation Services - Consisting of negotiating with the property owners for the purchase of partial or full properties, right-of-way, easements, relocation and temporary construction easements (TCE's). Preparation of all letters and documents required including the offer letters, appraisal summary agreement for purchase, and other documents as required, including relocation. All negotiation services shall be in accordance with State of Texas statutes and other applicable requirements, including, but not limited to review and approval by the City and by the State. Note: Plat, legal description and deeds will be prepared by others.
3. Escrow and Title Coordination Services - Consisting of handling the escrow and title work.
4. Project Management and Administrative Services - Consisting of attendance at meetings, general consultation on right-of-way matters and all necessary tracking or clerical work associated with services provided.
5. Selected firm(s) must be licensed and/or certified in accordance with the Texas Appraisal Licensing and Certification Act, Occupations Code, Title 7 –Practices and Professions Related to Real Property and Housing, Subtitle A –Professions Related to Real Estate, Chapter 1103 – Real Estate Appraisers amended September 1, 2005 and any future amendment.
6. Written proposals will be requested from the on-call consultant when additional right-of-way services tasks are required. Specific efforts the City has identified, which may result in the need for additional right-of-way acquisition assistance include the following:

- Right-of-way acquisition and temporary construction easement associated with any City of Edinburg projects.
- Right-of-way acquisition and temporary construction easement associated with creating turn lanes at intersections.
- Easements associated with utility underground projects.
- Representation of City interests for an easement that would be granted to an outside agency wanting to construct across City owned land.
- Coordination of appraisals by others for the City to grant an easement for a utility line that will need to be placed within City property.
- Necessary right-of-way, easement, and TCE's associated with future Federal and State funded capital improvements projects or as requested by the City.

The written proposals will set forth the scope, personnel, and time of performance for the primary work task and will be approved through a task order under the agreement. Consultant selection will be based on qualifications as set forth in the Statement of Qualifications. Consultant selection will be at the sole discretion of the City. No consultant is guaranteed work.

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

Right-of-Way Acquisition Services Request for Qualifications (RFQ) is requested to be submitted to the **City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78541 no later than 3:00 PM ON JULY 18, 2016.**

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this

RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;

2. Firm Qualification and Experience – Discuss the firm’s experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past five (5) years. Discuss the firm’s uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.
3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.
4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.
5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker’s Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.
6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.
7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).
8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

- | | | |
|----|---|-----------|
| a. | Overall Qualification of Team | 40 points |
| b. | Previous Experience with City | 10 points |
| c. | Ability to meet Schedules and Deadlines | 30 points |
| d. | Stability and References | 15 points |
| e. | Presentation | 5 points |

The City may select one (1) or more firms to provide services based on this evaluation or it may choose to follow up with an interview on **Monday, August 15, 2016 IF NECESSARY**. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	July 1, 2016
Publish RFQ	July 1, 2016 & July 08, 2016
RFQ Submission Deadline (Post Marked or Delivered)	July 18, 2016
RFQ Review	July 18, 2016 – August 19, 2016
Firms Interviews, if required	August 15, 2016
City Council Selects Firm(s)	September 6, 2016

CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Ponciano N. Longoria P.E. C.F.M. Director of Public Works at (956) 388-8210 or plongoria@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by **July 18, 2016 and no later than 3:00 pm**. Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **RIGHT-OF-WAY ACQUISITION SERVICES**.

STATE OF TEXAS § **AGREEMENT BETWEEN THE CITY OF
EDINBURG AND NAME OF COMPAMY FOR
RIGHT-OF-WAY ACQUISITION SERVICES**

COUNTY OF HIDALGO §

CITY OF EDINBURG §

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “City”) and NAME OF COMPANY.(hereinafter called “Consultant”), are the parties to this Agreement.

RECITALS

WHEREAS, the City of Edinburg has authorized staff to request proposals for the to provide On-Call Professional Services the Consultant shall provide services for specific projects as may be requested by the City such as services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to: Land Surveying Services, and other as-needed services as stated in **Exhibit “D”**; and

WHEREAS, the Consultant has the professional knowledge and abilities to perform the professional right-of-way acquisition services; and

WHEREAS, the City desires to engage the Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

City agrees to employ Consultant to furnish and provide the professional services, as stated in this agreement and **Exhibit “A, C, & D”**. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

SECTION II
BASIC SERVICES OF CONSULTANT

The Consultant shall, in the scope of his work, perform the Scope of Services (herein called “Project”) as specifically identified in **Exhibit “A, C, & D”** of this document. City shall provide Consultant with authorization to proceed, after execution of this agreement.

SECTION III
RESPONSIBILITY OF THE CITY

City will facilitate Consultant’s work by the following tasks:

- A. Provide Consultant with full information as to requirements for the project.

- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

- A. The Consultant shall perform the right-of-way acquisition services, more specifically described in Exhibits "A, B, & D".
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform the architectural services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.

- F. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that the City may have against the Consultant for consultant's errors or omissions.
- G. All reports, drawings, plans, and other documentation pertaining to the Project become the property of the City of Edinburg.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay Consultant a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.
- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes pursuant to the City's Code of Ordinances and any other applicable laws of this State.

- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VI
TIME OF PERFORMANCE

Consultant contracts and agrees to provide Professional Services set forth in this contract and as specified by the City in **Exhibit "A, C, & D"**. Work will continue until the Project is declared technically complete by the City Staff.

SECTION VII
TERM OF AGREEMENT

The term of this Agreement shall be two (2) years commencing on October 1, 2016 to September 30, 2018 with the option to extend an additional year upon the approval from the City of Edinburg. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

SECTION VIII
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with the State statute
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

or \$500,000 combined single limits
- C. Comprehensive Auto Liability
 - 1. Bodily Injury
 - \$100,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence

\$100,000 aggregate

or \$500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

\$250,000 each person
\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional

\$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement and the City of Edinburg shall be listed as an additional insured.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

SECTION IX
TERMINATION

- A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice, upon payment to Consultant for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.
- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

SECTION X
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XI
INDEMNIFICATION

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.
- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

SECTION XII
CHANGES

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City

Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.

- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

SECTION XIII SEVERABILITY

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIV NOTICE

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XV NON-APPROPRIATIONS

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XVI SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XVII MISCELLANEOUS

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this _____ day of _____,
2016.

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager
City of Edinburg
415 W. University Dr
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON P.C.

BY: _____
City Attorney

NAME OF COMPANY

BY: _____
Name
Title
Address
City, State, Zip
Phone
Fax:
Email:

Attachments: Exhibit "A" Scope of Work
Exhibit "B" Insurance
Exhibit "C" Proposal
Exhibit "D" RFQ 2016-008

SAMPLE

**EXHIBIT “A” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR RIGHT-OF-WAY ACQUISITION SERVICES**

SAMPLE

SCOPE OF WORK:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City with those services specified in, "Request for Qualifications #2016-008 Right-of-Way Acquisition Services In the City of Edinburg", Dated July 18, 2016.

Consultant shall provide services for specific projects as may be requested by City; such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to:

1. Appraisal Services - Consisting of reviewing property appraisals, preparation of appraisal reports. (However, the City reserves the right to contract directly with Appraisers independent of this contract and provide said appraisals and reports to the Right-of-Way Consultant.)
2. Negotiation Services - Consisting of negotiating with the property owners for the purchase of partial or full properties, right-of-way, easements, relocation and temporary construction easements (TCE's). Preparation of all letters and documents required including the offer letters, appraisal summary agreement for purchase, and other documents as required, including relocation. All negotiation services shall be in accordance with State of Texas statutes and other applicable requirements, including, but not limited to review and approval by the City and by the State. Note: Plat, legal description and deeds will be prepared by others.
3. Escrow and Title Coordination Services - Consisting of handling the escrow and title work.
4. Project Management and Administrative Services - Consisting of attendance at meetings, general consultation on right-of-way matters and all necessary tracking or clerical work associated with services provided.
5. Selected firm(s) must be licensed and/or certified in accordance with the Texas Appraisal Licensing and Certification Act, Occupations Code, Title 7 –Practices and Professions Related to Real Property and Housing, Subtitle A –Professions Related to Real Estate, Chapter 1103 – Real Estate Appraisers amended September 1, 2005 and any future amendment.
6. Written proposals will be requested from the on-call consultant when additional right-of-way services tasks are required. Specific efforts the City has identified, which may result in the need for additional right-of-way acquisition assistance include the following:
 - Right-of-way acquisition and temporary construction easement associated with any City of Edinburg projects.
 - Right-of-way acquisition and temporary construction easement associated with creating turn lanes at intersections.

- Easements associated with utility underground projects.
- Representation of City interests for an easement that would be granted to an outside agency wanting to construct across City owned land.
- Coordination of appraisals by others for the City to grant an easement for a utility line that will need to be placed within City property.
- Necessary right-of-way, easement, and TCE's associated with future Federal and Stat funded capital improvements projects or as requested by the City.

SAMPLE

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR RIGHT-OF-WAY ACQUISITION SERVICES**

SAMPLE

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR RIGHT-OF-WAY ACQUISITION SERVICES**

SAMPLE

**EXHIBIT "D" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR RIGHT-OF-WAY ACQUISITION SERVICES**

SAMPLE

STATE OF TEXAS § **AGREEMENT BETWEEN THE CITY OF
EDINBURG AND NAME OF COMPANY FOR
REAL ESTATE APPRAISAL SERVICES
PURSUANT TO RFQ NO. 2016-007**

COUNTY OF HIDALGO §

CITY OF EDINBURG §

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “City”) and NAME OF COMPANY (hereinafter called “Consultant”), are the parties to this Agreement.

RECITALS

WHEREAS, the Consultant was selected for the City’s rotation list for qualified real estate appraisal services described in Scope of Work and RFQ No. 2016-007, attached hereto and made apart hereof as **Exhibit “A” and “B”** respectively; and

WHEREAS, the Consultant shall provide such real estate appraisal services on an “On-Call” basis as may be requested by the City and such services and scope of work shall be more specifically defined, scheduled, and authorized in subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant and which shall become a part of this Agreement thereafter; and

WHEREAS, the City desires to engage the Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

City agrees to employ Consultant to furnish and provide the professional services, as stated in this agreement and **Exhibit “A”, Exhibit “B”** and any Job Task Order(s) subsequently assigned and agreed to by the parties thereafter. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

SECTION II
BASIC SERVICES OF CONSULTANT

The Consultant shall, in the scope of his work, perform the services (hereinafter called “Project”) as specifically identified in **Exhibit “A”, Exhibit “B”** and any subsequently assigned Job Task Order(s) agreed to by the City and the Consultant. City shall provide Consultant with authorization to proceed, after execution of this agreement.

SECTION III
RESPONSIBILITY OF THE CITY

City will facilitate Consultant's work by the following tasks:

- A. Provide Consultant with full information as to requirements for the project.
- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

- A. The Consultant shall perform the real estate appraisal services, more specifically described in Exhibits "A, B, & D".
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform the architectural services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's

negligent performance of any of the services furnished under this Agreement. The Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.

- F. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that the City may have against the Consultant for consultant's errors or omissions.
- G. All reports, drawings, plans, and other documentation pertaining to the Project shall become the property of the City of Edinburg.

SECTION V **PAYMENT AND FEES**

City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay Consultant a sum not to exceed that which is included in a subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.
- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.

- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes pursuant to the City's Code of Ordinances and any other applicable laws of this State.
- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VI
TIME OF PERFORMANCE

Consultant contracts and agrees to provide Professional Services set forth in this contract and as specified by the City in **Exhibit "A"** **Exhibit "B"**, and any subsequently assigned Job Task Order(s) as agreed to by the City and the Consultant. Work will continue until the Project is declared technically complete by the City Staff.

SECTION VII
TERM OF AGREEMENT

The term of this Agreement shall be two (2) years commencing on October 1, 2016 to September 30, 2018 with the option to extend an additional year upon the approval from the City of Edinburg. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

SECTION VIII
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with the State statute
- B. Comprehensive General Liability
 - 1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
 - 2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

- C. Comprehensive Auto Liability
 - 1. Bodily Injury
 - \$100,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 aggregate

or \$500,000 combined single limits
- D. City's Protective Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

or \$500,000 combined single limits
- E. Professional Liability
 - 1. Professional
 - \$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement and the City of Edinburg shall be listed as an additional insured.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

SECTION IX **TERMINATION**

- A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice, upon payment to Consultant for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.

- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

SECTION X
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XI
INDEMNIFICATION

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.
- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

SECTION XII
CHANGES

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.
- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

SECTION XIII
SEVERABILITY

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIV
NOTICE

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XV
NON-APPROPRIATIONS

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XVI
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XVII
MISCELLANEOUS

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2016.

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON P.C.

BY: _____
City Attorney

NAME OF COMPANY

BY: _____

Name
Title
Address
City, State, Zip
Phone
Fax:
Email:

Attachments: Exhibit "A" Scope of Work
Exhibit "B" RFQ 2016-007
Exhibit "C" Insurance

SAMPLE

**EXHIBIT “A” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME
OF COMPANY FOR REAL ESTATE APPRAISAL SERVICES**

SAMPLE

SCOPE OF WORK:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City with those services specified in, "Request for Qualifications #2016-007 Real Estate Appraisal Services In the City of Edinburg", Dated July 18, 2016.

Consultant shall provide services for specific projects as may be requested by City; such services shall be defined, scheduled, and authorized in subsequent Job Task Order(s). Services may include, but not be limited to:

The City of Edinburg is seeking statements of qualifications from firms interested in providing the City with the services of a licensed real estate appraiser(s) to provide Real Estate Appraisal Services on an "as needed" basis. The required services will consist of the appraisal of real estate properties for acquisition, lease, financial and/or strategic planning and other informational interests and purposes by The City. Generally, the selected real estate appraiser(s) will be expected to perform the services in accordance with the Scope of Services and in accordance with the requirements of this solicitation.

A. The real estate appraiser shall perform at a minimum the following tasks:

1. Provide "fair market value" for viable real estate acquisitions by the City;
2. Prepare market analysis reports that will establish "fair market value" on properties;
3. Research markets and identify potential properties' values selected for acquisition or disposal by the City;
4. Provide professional opinions and reasonable conclusions on value in land developments, business viability, tax appraisals and eminent domains on the City properties and surrounding areas;
5. Prepare comparable reports on the City properties or potential properties as required.
6. Assist the City personnel and/or Broker Agent in the evaluation of real estate acquisition process;
7. Present oral presentations to the City Board of Trustees, as requested by the City; and
8. Ensure all State of Texas laws and procedures regarding real estate appraisals are followed.
9. Appraisal Report Review

B. The firm(s) is to provide real estate appraisal services for various properties on an as needed basis. Services may include, but are not limited to, typical appraisal services pertaining to:

1. Single family structures;
2. Multifamily structures and complexes;
3. Commercial properties including retail, industrial and office;
4. Vacant land, including residential and commercial; and
5. Mixed Use.

C. Appraisal services must comply with all provisions of the Uniform Standards of Professional Appraisal Practice (USPAP), the USPAP Competency Rule, as well as all provisions of local, state and federal applicable laws, ordinances and regulations and may include the following:

1. Income approach appraisals;
2. Cost approach appraisals; and
3. Comparison approach appraisals.

D. Selected firm(s) must be licensed and/or certified in accordance with the Texas Appraisal Licensing and Certification Act, Occupations Code, Title 7 –Practices and Professions Related to Real Property and Housing, Subtitle A –Professions Related to Real Estate, Chapter 1103 – Real Estate Appraisers amended September 1, 2005 and any future amendment.

SAMPLE

**EXHIBIT “B” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME
OF COMPANY FOR REAL ESTATE APPRAISAL SERVICES**

SAMPLE

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME
OF COMPANY FOR REAL ESTATE APPRAISAL SERVICES**

SAMPLE

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Authorizing the Purchase of One (1) 2016 Ford F-150 Truck from Silsbee Ford, through the Houston Galveston Area Council (HGAC), in the Amount of \$21,684.30. [David White, Chief of Police]

STAFF COMMENTS AND RECOMMENDATION:

Staff is requesting authorization for the purchase of one (1) 2016 Ford F-150 truck from Silsbee Ford, in the amount of \$21,684.30. The 2016 F-150 truck is needed to replace a 2002 Ford F-150 truck which is currently being used by Animal Control. The unit has over 219,000 miles and is currently inoperable.

Funding for the purchase of the 2016 Ford F-150 truck in the amount of \$21,684.30 will be funded by cost savings within the 2015-2016 Fiscal Year Police Department General Fund Operating Budget. The purchase will be made through the HGAC (Houston Galveston Area Council).

Staff has verified that Silsbee Ford has no outstanding debts with the City. The City of Edinburg has done business with Silsbee Ford in the past. Silsbee Ford has no exclusions active in the System for Award Management.

RECOMMENDATION:

Approve Authorizing the Purchase of One (1) 2016 Ford F-150 Truck from Silsbee Ford, through the Houston Galveston Area Council (HGAC), in the Amount of \$21,684.30.

REVIEWED BY:

PREPARED BY:

Â

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

/s/David White
David White
Chief of Police

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

SAM Search Results
List of records matching your search for :

Search Term : Silsbee* Ford*
Record Status: Active

ENTITY	SILSBEE FORD-LINCOLN-MERCURY INC	Status:Active
DUNS: 023003473	+4:	CAGE Code: 62AM5 DoDAAC:
Expiration Date: Jan 14, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1211 US HWY 96 N		
City: SILSBEE	State/Province: TEXAS	
ZIP Code: 77656-7190	Country: UNITED STATES	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2016-97582

Date Filed:
 08/10/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

silsbee ford
 SILSBEE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF EDINBURG

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

#430-13 5 SUVs, 1 TRUCK
 NEW VEHICLE PURCHASE

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	DONALSON, DREW	SILSBEE, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said A Glen Angelle, this the 10th day of Aug, 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature]
 Signature of officer administering oath

Shirley Payne
 Printed name of officer administering oath

Title of officer administering oath

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Authorizing the Purchase of Five (5) 2017 Ford Interceptor SUV's from Silsbee Ford, through the Local Government Purchasing Cooperative (BuyBoard), in the Amount of \$153,935. [David White, Chief of Police]

STAFF COMMENTS AND RECOMMENDATION:

Staff is requesting authorization for the purchase of five (5) 2017 Ford Interceptor SUV's from Silsbee Ford, in the amount of \$153,935. The five (5) Ford Interceptor SUV's are needed to replace aging units with high mileage within the Patrol Division.

Funding for the purchase of the five (5) 2017 Ford Interceptor SUV's in the amount of \$153,935 will be obtained from the 2015-2016 T.C.S.A. Fund. The purchase will be made through the Buyboard.

Staff has verified that Silsbee Ford has no outstanding debts with the City. The City of Edinburg has done business with Silsbee Ford in the past. Silsbee Ford has no exclusions active in the System for Award Management.

RECOMMENDATION:

Approve Authorizing the Purchase of Five (5) 2017 Ford Interceptor SUV's from Silsbee Ford, through the Local Government Purchasing Cooperative (BuyBoard), in the Amount of \$153,935.

REVIEWED BY:

PREPARED BY:

Lt. Octavio Reyes

Â

Â /s/Richard M.
Hinojosa

Richard M. Hinojosa
City Manager

Â /s/Ascencion Alonzo

Ascencion Alonzo
Director of Finance

/s/David White

David White
Chief of Police

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13

Vehicles and Heavy Duty Trucks

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: EDINBURG

Prepared by: GLEN ANGELLE

Contact: OCTAVIO REYES

Phone: 409-880-9191 C- 800-646-2749 LINE

Email: _____

Email: gangelle.cowboyfleet@gmail.com

Product Description: 2017 FORD INTERCEPTOR SUV

Date: August 7, 2016

A. Bid Series: _____ A. Base Price: \$ **24,158.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	PRE DRILLED FRONT HOUSING	\$ 165.00		EXT. BLACK	
	DR. SIDE SPOTLIGHT	\$ 345.00			
K8A	K8A 2017 PRICING ADJUSTMENT	\$ 595.00		TWO TONE PAINT (PAINT)	\$ 789.60
	POWER WINDOWS & LOCKS			KEY ALIKE	\$ 47.00
	CRUISE			RR DR. / LK INOP	\$ 32.90
	AM/FM/CD				
	POWER SEAT				
	COUTESY DISABLE	\$ 18.80			
	BALISTIC DOOR PANELS L/R	\$ 2,979.80		REVERSE SENSING SYSTEM	\$ 258.50
	REAR AIR	\$ 573.40			
	NOISE SUPPRESS	\$ 94.00			
Total of B. Published Options:					\$ 5,899.00

C. Unpublished Options [Itemize each below, not to exceed 25%] \$= 0.0 %

Options	Bid Price	Options	Bid Price
Total of C. Unpublished Options:			\$ -

D. Pre-delivery Inspection:

E. Texas State Inspection:

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

H. Lot Insurance (for in-stock and/or equipped vehicles):

I. Contract Price Adjustment: _____

J. Additional Delivery Charge: 450 miles \$ **650.00**

K. Subtotal: \$ **30,707.00**

L. Quantity Ordered 5 x K = \$ **153,535.00**

M. Trade in: _____

N. BUYBOARD Administrative Fee (\$400 per purchase order) \$ **400.00**

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE **Page 5 of 5**

SAM Search Results
List of records matching your search for :

Search Term : Silsbee* Ford*
Record Status: Active

ENTITY	SILSBEE FORD-LINCOLN-MERCURY INC	Status:Active
DUNS: 023003473	+4:	CAGE Code: 62AM5 DoDAAC:
Expiration Date: Jan 14, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1211 US HWY 96 N		
City: SILSBEE	State/Province: TEXAS	
ZIP Code: 77656-7190	Country: UNITED STATES	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2016-97582

Date Filed:
 08/10/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

silsbee ford
 SILSBEE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF EDINBURG

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

#430-13 5 SUVs, 1 TRUCK
 NEW VEHICLE PURCHASE

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	DONALSON, DREW	SILSBEE, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said A Glen Angelle, this the 10th day of Aug, 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature]

 Signature of officer administering oath

Shirley Payne

 Printed name of officer administering oath

 Title of officer administering oath

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Authorizing the Expenditure for the Repair of Unit 485, 725 Articulated Truck, to Holt Caterpillar of Edinburg, Texas, in the Amount of \$28,074.43. [Ramiro L. Gomez, Director Solid Waste Management]

STAFF COMMENTS AND RECOMMENDATION:

Staff is requesting authorization to proceed with a dealer repair (recondition) of the Transmission Assembly for Unit 485, 725 Articulated Dump Truck, by Holt Caterpillar from Edinburg, Texas. The powertrain system, which includes the engine, transmission along with the final drive assembly, are high wear, high maintenance items that staff anticipates having to address every two to three years, depending on the usage. During an inspection of this machine, a malfunction warning from our onboard computer system indicated problems with the units transmission drive and therefore it was subsequently inspected by Holt Cat; through this inspection excessive and visible wear materials, metal particles and particulates were found within the assembly and its lubricant.

These positive findings indicate that a mechanical failure was imminent within the transmission drive assembly; making necessary an immediate resolve, in order to avoid a more significant and costly repair. By proceeding with the transmission drive reconditioning we will effectively address any probable failures of the system and by allowing Holt Cat to perform these repairs the unit will be repaired by the dealer and issued a standard 3 year or 1,500 hour warranty.

Staff has verified that no taxes are owed to the City by Holt Caterpillar, Inc., and funding is available for this repair within the Fiscal Year 2015-2016 Solid Waste Management Operating Budget.

RECOMMENDATION:

Approve Authorizing the Expenditure for the Repair of Unit 485, 725 Articulated Truck, to Holt Caterpillar of Edinburg, Texas, in the Amount of \$28,074.43.

REVIEWED BY:

PREPARED BY:

Ramiro L. Gomez

Â

Â

Â /s/Richard M.
Hinojosa

Â /s/Ascencion Alonzo

Â /s/Ramiro L. Gomez,
Jr.

Richard M. Hinojosa
City Manager

Ascencion Alonzo
Director of Finance

Ramiro Gomez
Director of Solid Waste
Management

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



Edinburg North - Machine

CITY OF EDINBURG SOLID WASTE
PO BOX 1079
EDINBURG, TX 78540-1079

CUSTOMER NO.	CONTACT	PHONE NO.	FAX NO.	WORK ORDER NO.
0261449	KATHY STANFILL	956 381 5635		
QUOTE NO.	P.O. NO.	DATE	EMAIL	
95092		8/23/2016 3:51:29 P	kstanfill@cityofedinburg.com	
MAKE	MODEL	SERIAL NO.	UNIT NO.	Hour
AA	725	0B1L01880	485	10379
NOTES				

SEGMENT: 01 TROUBLESHOOT TRANSMISSION
 NOTES:

Labor

Item No	Qty	Description	Unit Price	Ext Price
SVL	1	FIELD SRV LABOR	568.00	568.00
			Total Labor:	568.00
Segment 01 Total :				568.00

SEGMENT: 02 REMOVE AND INSTALL TRANSMISSION
 NOTES:
 INCLUDES: LABOR ONLY TO REMOVE AND INSTALL TRANSMISSION, GUARDS AND ENCLOSURES. DOES NOT INCLUDE LABOR TO R&I CAB IF NEEDED.

EXCLUDES: BLOCKING AND CRIBBING, PARTS, MACHINE WORK OR ANY ADDITIONAL LABOR DUE TO FROZEN OR BROKEN PARTS.

Labor

Item No	Qty	Description	Unit Price	Ext Price
			Total Labor:	7,216.00

Misc

Item No	Qty	Description	Unit Price	Ext Price
MISC	1		350.00	350.00
			Total Misc:	0.00

Segment 02 Total : 7,216.00

SEGMENT: 03

RECONDITION/OVERHAUL TRANSMISSION

NOTES:

RECONDITION TRANSMISSION, TORQUE CONVERTOR.

TO CATERPILLAR CERTIFIED STANDARDS.

INCLUDES REBEARING / RESEAL LABOR

AND PARTS, PLUS FRICTION DISCS, SPRINGS, REACTION

DOWELS, AND HARDWARE. TRANSMISSION BENCH TEST

EXCLUDES:

R&I

OIL

ANY MACHINING WORK

Parts

Part No	Qty	Description	Unit Price	Ext Price
1024232	1	BEARING AS	125.78	125.78
1171385	2	SEAL-O-RING	3.25	6.50
1249401	1	CLIP	14.17	14.17
1291609	1	SEAL-O-RING	13.59	13.59
1305300	1	CLIP	20.18	20.18
1305300	2	CLIP	20.18	40.36
1314091	2	SEAL-RING	33.35	66.70
1325789	9	CLIP	6.96	62.64
1332199	1	SPRING	12.87	12.87
1332905	1	RING-RETAIN	16.70	16.70
1342252	1	SENSOR GP EL	154.89	154.89
1352653	1	SEAL-O-RING	20.25	20.25
1352654	1	SEAL-O-RING	14.13	14.13
1376645	1	PAD-CONNECTO	6.33	6.33
1391536	1	ELEMENT-FILT	62.64	62.64
1399313	4	BEARING-SPL	49.61	198.44
1401769	1	BEARING-SPL	105.07	105.07
1401855	1	GASKET	9.62	9.62
1402741	5	SPRING	25.05	125.25
1403662	1	RING-SEAL	67.87	67.87
1407544	2	SHIM - PACK	101.93	203.86
1409842	2	RING-LOCK	13.79	27.58
1409843	1	DISC-THRUST	20.30	20.30
1409848	2	RACE - THRUS	26.68	53.36
1409849	1	DISC - THRUS	15.18	15.18
1423350	3	BEARING	16.93	50.79
1424004	2	RING-SEAL	41.08	82.16
1467447	2	RING - SEAL	93.13	186.26
1543060	1	RACE-ROLLER	55.00	55.00
1591043	1	RING-RETAINI	7.14	7.14
1591044	1	RING-RETAINI	14.10	14.10
1602750	1	DISC-THRUST	95.49	95.49
1602751	1	DISC-THRUST	95.49	95.49
1622488	1	GASKET	50.96	50.96
1642108	6	WASHER	1.38	8.28
1666323	1	RACE-THRUST	23.29	23.29
1724311	1	BEARING-SPL	312.14	312.14
1747449	1	SPRING	20.06	20.06
1837264	1	NIPPLE AS	26.75	26.75

1850756	1	BEARING-SLEE	24.57	24.57
1850757	1	BEARING SLEE	27.53	27.53
1850758	1	BEARING SLEE	32.62	32.62
1913519	4	BOLT-RETAINI	27.24	108.96
1918305	2	SENSOR GP	131.90	263.80
1947093	1	BEARING-THRU	39.82	39.82
1H9696	1	RING	3.94	3.94
1K6984	1	RING	14.75	14.75
1K6985	1	RING	15.53	15.53
1M3937	1	RING-SEAL	8.98	8.98
1P9216	3	RING-SEAL	52.49	157.47
1S5646	1	SPRING	18.52	18.52
1S6515	1	RING	36.03	36.03
1T0680	11	SPRING	7.48	82.28
1T1356	1	RING-SEAL	48.91	48.91
1T1589	2	RACE	73.92	147.84
1T1590	1	RACE	272.90	272.90
1T1616	1	WASHER	33.25	33.25
1V6341	2	SEAL	5.50	11.00
2147568	1	SEAL-O RING	5.20	5.20
2147568	1	SEAL-O RING	5.20	5.20
2147568	1	SEAL-O RING	5.20	5.20
2147568	1	SEAL-O RING	5.20	5.20
2147568	1	SEAL-O RING	5.20	5.20
2147568	1	SEAL-O RING	5.20	5.20
2147568	1	SEAL-O RING	5.20	5.20
2147568	6	SEAL-O RING	5.20	31.20
2190606	1	SEAL-LIP	93.56	93.56
2225203	9	DISC-FRICTIO	57.06	513.54
2237519	5	DISC-FRICTIO	50.84	254.20
2246952	1	BEARING	24.17	24.17
2303166	1	VALVE GP-RLF	199.30	199.30
2372802	3	RING-SEAL	12.78	38.34
2379354	2	RACE-SPL THR	31.60	63.20
2446849	12	SPRING	44.14	529.68
2446850	8	SPRING	35.79	286.32
2446851	4	SPRING	36.13	144.52
2451158	1	HARNESS AS.-	533.88	533.88
2843599	1	CAM-FREEWHEEL	865.07	865.07
2B9373	1	KEY	1.52	1.52
2D8009	1	SEAL O RING	7.06	7.06
2G1314	2	SLEEVE	14.90	29.80
2H3931	1	SEAL	5.61	5.61
2H5549	1	RING	9.71	9.71
2H6184	1	SEAL	5.41	5.41
2K2939	2	SEAL	7.46	14.92
2M9780	1	SEAL O RING	1.84	1.84
2M9780	1	SEAL O RING	1.84	1.84
2P1692	1	SEAL-O-RING	6.25	6.25
2P3628	3	SEAL-O-RING	11.64	34.92

2R0098	1	SEAL O RING	15.95	15.95
2S0669	12	BEARING A	9.32	111.84
2S1362	1	RING	38.40	38.40
2S2251	1	SEAL-O-RING	8.77	8.77
2S4078	1	SEAL	3.10	3.10
2S4078	1	SEAL	3.10	3.10
2S4663	1	SEAL O RING	2.55	2.55
2S6538	1	SPRING	20.14	20.14
3239531	6	COIL AS.	20.87	125.22
3369314	1	DISC-FRICTIO	115.61	115.61
3D2824	1	SEAL O RING	2.27	2.27
3D8317	1	RING	0.51	0.51
3E4353	6	WASHER	1.00	6.00
3F0957	2	DOWEL	6.70	13.40
3H1461	1	RING	3.29	3.29
3J1907	1	SEAL	1.42	1.42
3J1907	1	SEAL	1.42	1.42
3J1907	2	SEAL	1.42	2.84
3K0360	1	SEAL	1.66	1.66
3K0360	1	SEAL	1.66	1.66
3P0653	1	SEAL-O-RING	24.73	24.73
3P1681	5	DOWEL	26.24	131.20
3P7566	5	SPRING	12.33	61.65
3S2708	14	PIN	5.92	82.88
3W0203	1	SEAL	47.39	47.39
4B9783	4	BALL	0.49	1.96
4B9880	1	BALL	0.42	0.42
4D7889	1	RING	73.99	73.99
4F8824	1	RING	4.65	4.65
4H6520	1	RING	7.59	7.59
4K8603	2	PLUG	5.23	10.46
4L4986	1	NUT	3.79	3.79
4M0189	2	SEAL O RING	6.39	12.78
4M2381	1	SPRING	4.53	4.53
4P7428	1	CLIP	6.84	6.84
4P7429	1	CLIP	6.97	6.97
4P7429	2	CLIP	6.97	13.94
4P7581	6	CLIP	4.77	28.62
5F3106	2	SEAL	6.79	13.58
5F8000	2	RING	3.76	7.52
5H2767	1	SEAL	2.55	2.55
5H8985	1	PIN	2.45	2.45
5L8869	1	RING	10.22	10.22
5M1654	5	SPRING	9.30	46.50
5P1982	1	RING	14.06	14.06
5P3488	1	RACE&ROLLER	121.63	121.63
5P7213	8	WASHER	0.45	3.60
5P7530	1	SEAL O RING	8.58	8.58
5P9085	3	CLIP	4.39	13.17
6D7146	1	SEAL	20.21	20.21

6D7889	6	SEAL	14.16	84.96
6I8200	1	RING-LOCK	32.54	32.54
6T0257	1	RING	47.00	47.00
6V0439	1	PLUG	38.01	38.01
6V0852	1	CAP	5.71	5.71
6V0852	2	CAP	5.71	11.42
6V0852	10	CAP	5.71	57.10
6V1902	1	SEAL	29.95	29.95
6V2394	1	RING	27.55	27.55
6V5200	1	RING	3.74	3.74
6V5839	4	WASHER-HARD	0.63	2.52
6V5839	6	WASHER-HARD	0.63	3.78
6V5839	7	WASHER-HARD	0.63	4.41
6V5839	8	WASHER-HARD	0.63	5.04
6V5839	22	WASHER-HARD	0.63	13.86
6V5839	23	WASHER-HARD	0.63	14.49
6V5839	54	WASHER-HARD	0.63	34.02
6V9191	1	BEARING	179.35	179.35
6V9670	1	SEAL-O-RING	47.48	47.48
6V9746	1	SEAL O RING	1.71	1.71
6Y8030	1	RING	24.04	24.04
7F8268	1	SEAL O RING	3.93	3.93
7G5674	1	RING-SEAL	48.41	48.41
7G7917	15	PLUG	0.38	5.70
7G9968	1	RING-SEAL	44.30	44.30
7M8485	1	SEAL	2.62	2.62
7M8514	1	RING	16.62	16.62
7S3036	2	SEAL	6.12	12.24
8B2327	1	RING	7.11	7.11
8B4967	2	SEAL	3.46	6.92
8B7789	2	RING	14.98	29.96
8C3089	1	SEAL FACE	17.82	17.82
8D9738	1	SEAL	44.05	44.05
8E8304	8	DISC	8.61	68.88
8E8306	8	DISC	9.38	75.04
8E8313	1	DISC	18.52	18.52
8J7199	1	RING	37.17	37.17
8M1112	1	SEAL O RIN	4.06	4.06
8M5010	1	SEAL O RIN	7.39	7.39
8M5253	1	SEAL O RIN	3.64	3.64
8M7160	1	MAGNET	7.32	7.32
8N1521	1	ENDBELL A	32.91	32.91
8N1523	1	LOCK WASHER	9.97	9.97
8S3370	1	RING	30.44	30.44
8T4811	1	SEAL	18.80	18.80
8T7000	1	SEAL-FACE	3.78	3.78
9F7383	1	RING W	14.59	14.59
9G0281	2	RING-SEAL	49.07	98.14
9J3999	5	SPRING	12.29	61.45
9M1974	2	WASHER	0.44	0.88

9M1974	5	WASHER	0.44	2.20
9M1974	12	WASHER	0.44	5.28
9M1974	28	WASHER	0.44	12.32
9M7539	1	SEAL O RING	9.11	9.11
9M8808	10	SPRING	16.86	168.60
9M9545	1	SEAL O RING	14.77	14.77
9M9729	1	SEAL O RING	12.16	12.16
9W6904	1	RING	3.95	3.95
9X4605	1	SEAL	41.51	41.51
9X4609	1	SEAL	4.15	4.15
9X6772	1	STRAP	1.52	1.52
3917125	1	SWITCH GP	132.73	132.73
3181181	1	SENSOR GP	113.19	113.19
3181182	1	SENSOR GP	113.19	113.19
1T0679	11	ROLLER	7.61	83.71
1T0762	1	RACE	43.39	43.39
1T1078	1	BEARING	42.26	42.26
1T1278	2	BEARING	76.71	153.42
1T1282	2	RACE	36.95	73.90
1T1401	1	RING-SEAL	26.17	26.17
2372859	1	BEARING-RLR	60.67	60.67
3S2093	22	TIE	0.28	6.16
5M6126	4	BEARING A	14.29	57.16
5P3489	1	RACE	74.89	74.89
5P8245	4	WASHER-HARD	0.94	3.76
5P8245	5	WASHER-HARD	0.94	4.70
5P8245	31	WASHER-HARD	0.94	29.14
6T0248	2	RING	70.14	140.28
6Y2027	6	DISC	55.77	334.62
7K5448	4	CUP	22.24	88.96
7K5449	4	CONE	33.15	132.60
8E8300	12	DISC	7.59	91.08
8H9789	1	BEARING	34.38	34.38
9W7925	2	BEARING	53.44	106.88
9W7926	2	BEARING	38.72	77.44

Total Parts: 12,440.43

Labor

Item No	Qty	Description	Unit Price	Ext Price
			Total Labor:	7,200.00

Misc

Item No	Qty	Description	Unit Price	Ext Price
			Total Misc:	650.00

Segment 03 Total : 20,290.43

Total Segments: 28,074.43

Sub Total (before taxes) 28,074.43

- QUOTE EXPIRES IN 30 DAYS
- THESE PRICES DO NOT INCLUDE ANY APPLICABLE TAXES

This Quote is based on HOLT CAT's initial inspection of the equipment to be repaired and is valid for 30 calendar days. This Quote does not include any additional labor, parts, machining, any freight charges or any applicable sales tax. If additional repairs are required, which may become evident after work has been initiated, an addendum to the work order will be provided to the customer listing additional charges for repairs and repair time frames. These repairs will not be performed until the Customer authorizes such repairs. Item replaced during non-warranty repairs will be held at your request for no longer than 30 calendar days after the work is completed.

Would you like your parts held? Yes _____ NO _____.

ESTIMATED REPAIR TIME: _____ *from start date*
"The Signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO# _____, **Authorized Name** _____ *Please Print.*

Date _____ / _____ / _____ . _____
 Signature

Any Questions? Please Call Adam Escamilla at _____

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Approval of Change Order #2 to Agreement with Candela Organization, LLC for Award of Bid No. 2016-64, Construction of the Edinburg Police Department Training Facility, Increasing the Contract Amount by \$16,750 and Authorize the City Manager to Execute Change Order Relating Thereto. [David E. White, Chief of Police]

STAFF COMMENTS AND RECOMMENDATION:

On February 15, 2016, City Council awarded the Construction of the Edinburg Police Department Training Facility to Candela Organization, LLC in the Amount of \$1,028,400.

On August 8, 2016 Staff Approved Change Order #1 increasing the amount by \$8,200 for the additional line work the FDC / Fire Sprinkler System. Change Order #2 will consist of the installation of the cabling for voice and data, Jacks, J Hooks, Fire Block Jacks, Face Plates, Piping for all data cabling, and labor and materials in the amount of \$16,750.

Please note that if all Change Orders are approved, the total amount in change orders, including all previously approved change orders will not exceed the 25% requirement. After reviewing and analyzing proposed change orders, staff is recommending City Council consider and approve change orders. Funding is available from the Combination Tax & Revenue Certificates of Obligation, Series 2015A bond issuance (Capital Projects Fund).

RECOMMENDATION:

Approve Change Order #2 to Agreement with Candela Organization, LLC for Award of Bid No. 2016-64, Construction of the Edinburg Police Department Training Facility, Increasing the Contract Amount by \$16,750 and Authorize City Manager to Execute Change Order Relating Thereto.

REVIEWED BY:

PREPARED BY:

Tomas D. Reyna,
Assistant Director of
Public Works

Â /s/ Ricardo Palacios by CP
Ricardo Palacios
CityAttorney

Â /s/Richard M.
Hinojosa
Richard M. Hinojosa
City Manager

Â /s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

Â /s/David White
David White
Chief of Police

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



**CITY OF EDINBURG
CHANGE ORDER**

Project: Bid #**2016-64 Construction of the Edinburg Police Department Training Facility. – P160848**

Change Order No.: **2**

Date: **September 9, 2016**

Contractor: Candela Organization, LLC
2101 Remington Ave. Suite B
Edinburg, Texas 78539

You are directed to make the following changes to the Contract (quantities change in completion schedule, etc.) as outlined below:

Description: Additional material and labor for the Voice and Data Cables for the New Facility

The Original Contract Sum was	\$1,028,400.00
Net Changes by Previously Authorized Change Orders	\$ 8,200.00
The Contract Sum Prior to this Change Order was	\$1,036,600.00
The Contract Sum will be Increased/Decreased by this Amount	\$ 16,750.00
The New Contract Sum Including this Change Order	\$1,053,350.00
The Contract Time will be increased by <u>5</u> days	
Date of Substantial Completion <u>September 24, 2016</u>	

Note: Total Change Orders shall not exceed 25% of Purchase Order/Contract Amount.

Agreed to:

Authorized by:

Contractor Signature

Department Director

Roy Vela, Jr.
Printed Name & Title

Director of Finance

Candela Organization, LLC
Company Name

Project Engineer / Project Manager

September 6, 2016
Date

City Manager



Candela Organization LLC

Estimate

2101 Remington Ave.
Suite B
Edinburg TX, 78539

Phone # (956) 287-4350 roy@candelaorganization.com
Fax # (956) 720-4369 www.candelaorganization.com

Date	Estimate #
8/24/2016	1013

Name / Address
City of Edinburg Tom Reyna 415 W. University Dr. Edinburg, TX 78539

Project
Edinburg Police Trai...

Description	Qty	Unit	Total
10,000 ft. Of Cat5e Cable to install drops Voice and Data Wall Plates for Jacks Cat5e Keystone Jacks for Data/30 Jacks and Voice/30 Jacks J- Hooks / 100 qty. For cable Management Fire Block all Jacks Include all Face Plates for Voice and Data Jacks Piping for all data cabling for drops in main IT room All to Include Labor and Material			16,750.00
Please let me know if you have any questions. Thank you for your business.		Total	\$16,750.00

Customer Signature _____



**CITY OF EDINBURG
CHANGE ORDER**

Project: Bid #2016-64 Constrction of the Edinburg Police Department Training Facility. – P160848

Change Order No.: 1

Date: August 8, 2016

Contractor: Candela Organization, LLC
2101 Remington Ave. Suite B
Edinburg, Texas 78539

You are directed to make the following changes to the Contract (quantities change in completion schedule, etc.) as outlined below:

Description: Additional material and labor for the TAP from FDC Stub out Line for the Fire Sprinkler System and additional rain delay days for the project.

The Original Contract Sum was	\$1,028,400.00
Net Changes by Previously Authorized Change Orders	\$ 0.00
The Contract Sum Prior to this Change Order was	\$1,028,400.00
The Contract Sum will be Increased/Decreased by this Amount	\$ 8,200.00
The New Contract Sum Including this Change Order	\$1,036,600.00

The Contract Time will be increased by 35 days

Date of Substantial Completion September 19, 2016

Note: Total Change Orders shall not exceed 25% of Purchase Order/Contract Amount.

Agreed to:

Contractor Signature

Roy Vela, Jr.

Printed Name & Title

Candela Organization, LLC

Company Name

August 17, 2016

Date

Authorized by:

Department Director

Director of Finance

Project Engineer / Project Manager

City Manager





CANDELA ORGANIZATION LLC

CONSTRUCTION DEVELOPMENT REAL ESTATE

Date: 08/16/2016

2101 Remington Ave. Suite B
Edinburg TX 78539
Office: (956) 287-4385
Fax: (956) 720-4369
www.candelaorganization.com

To:

Rene Olivarez

RO Engineering, PLLC

135 Paseo del Prado, #28

Edinburg, Texas 78539

Tele: (956)292-3336

Project: Edinburg Police Training Facility

Subject: Proposed Fire Connection Line

Cost Impact: \$8200.00

Schedule Impact: 5 Days

Request:

Re: Change Order Request

Candela Organization is pleased to submit a lump sum quotation amount of **\$8200.00**

This change order request is to provide the materials and labor that will be required to tap from FDC stub out line (South of Building) and install approximately 140 LF of 6" service line to Doolittle Rd as per plans and specs. This run is with the **exclusion** of any tap in and gate valve, backflow preventer (installed by NAWSC) and impact fees leveed by North Alamo Water Supply.

Jaime Vasquez
Project Manager/Superintendent

Response:

Answered by:

Date:



CANDELA ORGANIZATION LLC

CONSTRUCTION DEVELOPMENT REAL ESTATE

August 3, 2016

City of Edinburg

Tom Reyna, Public Works Director

415 University Drive

Edinburg, Texas 78539

RE: Time Extension Request Police Department Training Facility

Dear Mr. Reyna,

Candela Organization, LLC will have most of the work completed by the contract agreement. However, we will not be able to complete the masonry followed by all the after work due to the additional/change work (brick selection) by the City of Edinburg. Furthermore, for this reason I am requesting an additional 30 days to the original contract. We had acknowledged a communication timeline pertaining to the brick pattern selection if further information is needed we will gladly be of assistance.

Normally we may expect several days of substantial rainfall during the year, however the amount of rainfall/wet days have exceeded our expectations by 30 days of rain and wet days affecting critical path operations by requiring the drying out of grounds masonry block and building pad. For this we are requesting an additional 30 days to the original contract.

Respectfully,

Jaime Vasquez

Project Manager/Superintendent

2101 REMINGTON AVE STE. B EDINBURG TEXAS 78539

PHONE: 956 287 4385 FAX: 956 270 4369

www.candelaorganization.com

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Rescinding Awarding of Bid No. 2016-19, Item No. 1 - 36,000 Rounds of Federal Premium LE, Gold Dot Duty Rifle Ammunition 223 Rem. (5.56 X 45mm) to GT Distributors, Inc.; and Award Bid No. 2016-19, Item No. 1 - 36,000 Rounds of Federal Premium LE, Gold Dot Duty Rifle Ammunition 223 Rem. (5.56 X 45mm) to Kiesler Police Supply Inc., in the Amount of \$22,387.68.
[David White, Chief of Police]

STAFF COMMENTS AND RECOMMENDATION:

On Wednesday, August 03, 2016, City Council awarded Bid No. 2016-91, Ammunition Item #1 - 36,000 rounds of Federal Premium LE, Gold Dot Duty Rifle Ammunition 223 Rem. (5.56 X 45mm) to GT Distributors Inc., in the amount of \$13,429.44. GT Distributors Inc., notified staff after the bid was awarded they submitted incorrect pricing and were unable to supply the ammunition.

The next lowest bidder, Kiesler Police Supply Inc., has been contacted and if awarded, will be able to supply Item #1 - 36,000 rounds of Federal Premium LE, Gold Dot Duty Rifle Ammunition 223 Rem. (5.56 X 45mm). Staff recommends awarding Bid No. 2016-91 Item #1 to Kiesler Police Supply Inc., in the amount of \$22,387.68.

Funding for the ammunition in the amount of \$22,387.68 will be funded through the Police Department's 2015-2016 General Fund Operating Budget.

Staff has verified Keisler Police Supply Inc., has no outstanding debts with the City. The City of Edinburg has not done business with Keisler Police Supply Inc., in the past. Keisler Police Supply Inc., has no exclusions active in the System for Award Management.

RECOMMENDATION:

Approve Rescinding Awarding of Bid No. 2016-19, Item No. 1 - 36,000 Rounds of Federal Premium LE, Gold Dot Duty Rifle Ammunition 223 Rem. (5.56 X 45mm) to GT Distributors, Inc.; and Award Bid No. 2016-19, Item No. 1 - 36,000 Rounds of Federal Premium LE, Gold Dot Duty Rifle Ammunition 223 Rem. (5.56 X 45mm) to Kiesler Police Supply Inc., in the Amount of \$22,387.68.

REVIEWED BY:

PREPARED BY:

Lt. Octavio Reyes

Â

Â /s/Richard M.
Hinojosa

Richard M. Hinojosa
City Manager

Â /s/Ascencion Alonzo

Ascencion Alonzo
Director of Finance

Â /s/David White

David White
Chief of Police

RECORD OF VOTE:

APPROVED

DISAPPROVED

TABLED

NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

BID RECOMMENDATION FORM

Title: Ammunition
 Bid No.: 2016-91
 Date Opened: 6/10/2016

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	Armscar Cartridge Inc.		GT Distributors		Kiesler Police Supply	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	36,000	Federal Premium LE, Gold Dot Duty Rifle Ammunition 223 Rem. (5.56 X 45mm) or equal		No Bid	\$373.04	\$13,429.44	\$310.94	\$22,387.68
2	10,000	Winchester Ranger T-Series JHP RA40TA or equal		No Bid	\$514.50	\$5,145.00	\$386.26	\$3,862.60
3	50,000	Winchester 40 Cal. S&W 165 grain FMJ or equal	\$230.00	\$11,500.00	\$420.71	\$21,035.50	\$315.85	\$15,792.50
4	1	Shipping	\$0.00	\$0.00		\$0.00		\$0.00
SUBTOTAL.....				\$11,500.00		\$39,609.94		\$42,042.78
NET TOTAL.....								
TERMS.....								
DELIVERY.....								

RECOMMENDATION:

Award: _____
 Item #1 - GT Distributors _____
 Item #3 - Preciscion Delta _____

Department: Police
 Budgeted Amount Available: \$37,437
 Additional Funds Required: _____
 Prepared By: Lt. Octavio Reyes

DISCLAIMER:

The above bid recommendation is made by Department Directors and the final award is subject to City Council approval.

BID RECOMMENDATION FORM

Title: Ammunition
 Bid No.: 2016-91
 Date Opened: 6/10/2016

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	Precision Delta		Clara Garza		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
1	36,000	Federal Premium LE, Gold Dot Duty Rifle Ammunition 223 Rem. (5.56 X 45mm) or equal	\$0.7240	\$26,064.00		No Bid		
2	10,000	Winchester Ranger T-Series JHP RA40TA or equal	\$0.2810	\$2,810.00		No Bid		
3	50,000	Winchester 40 Cal. S&W 165 grain FMJ or equal	\$0.2085	\$10,425.00		No Bid		
4	1	Shipping	\$0.00	\$0.00		No Bid		
SUBTOTAL.....				\$39,299.00		No Bid		
NET TOTAL.....								
TERMS.....								
DELIVERY.....								

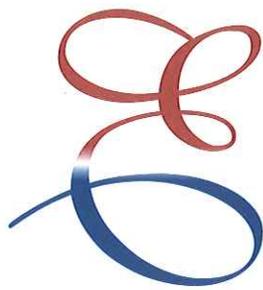
RECOMMENDATION:

Award: _____
 Item #1 - GT Distributors _____
 Item #3 - Preciscion Delta _____

Department: Police
 Budgeted Amount Available: \$37,437
 Additional Funds Required: _____
 Prepared By: Lt. Octavio Reyes

DISCLAIMER:

The above bid recommendation is made by Department Directors and the final award is subject to City Council approval.



THE CITY OF
EDINBURG
NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **9:00 a.m. Central Time**, on **Friday, June 10, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2016-91
AMMUNITION

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this bid, please contact Mr. Octavio Reyes, Lieutenant at (956) 289-7788.

If Hand-delivering Bids: 415 West University Drive,
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
C/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.



CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the AMMUNITION for the City of Edinburg.
2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas
78541
If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and

INSTRUCTIONS TO BIDDERS (Continued):

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

INSTRUCTIONS TO BIDDERS (Continued):

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-8972) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the AMMUNITION as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INSTRUCTIONS TO BIDDERS (Continued):

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

INSTRUCTIONS TO BIDDERS (Continued):

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a

INSTRUCTIONS TO BIDDERS (Continued):

contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

INSTRUCTIONS TO BIDDERS (Continued):

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY 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 CITY 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

INSTRUCTIONS TO BIDDERS (Continued):

insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

BID BOND INFORMATION – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

**CITY OF EDINBURG
REQUEST FOR BIDS FOR
AMMUNITION**

BID NO. 2016-91

BID OPENING DATE: June 10, 2016 at 9:00 a.m.

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned AMMUNITION.

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

The Edinburg police department is requesting sealed bids for the following ammunitions and quantities. All ammunition must be designed for law enforcement use. Any vendor substituting ammunition with an alternate, must be substituted with a law enforcement grade ammunition acceptable to the department's Armorer. The Department waives the right to alter quantities in order to remain within appropriated funds. The Department will also allow for line item separation which is most advantages to the City of Edinburg.

1. 36,000 rounds of Federal Premium LE, Gold Dot Duty Rifle Ammunition 223 Rem. (5.56 X 45MM) or equal:
2. 10,000 rounds of Winchester: Ranger T-Series-JHP RA40TA or equal.
3. 50,000 rounds of Winchester: 40 Cal S&W 165 grain FMJ or equal.

Minimum specifications for Remington .223 caliber.

Manufacturer: Speer

Caliber: .223 Remington

Bullet Type: Gold Dot Soft Point.

Bullet Weight:62 Grains

Casing: Nickel Plated Brass

Primer: FED 205

Primer Sealant: Yes

Mouth Sealant: No

Head-Stamp: Yes

Lot Identification: Each lot of ammunition shall be assigned a unique identification number. This includes information of the day, month and year of manufacture and assembly line on which the ammunition was manufactured.

Accuracy: 3 inches at 200 yards.

Instrumental Velocity: 3000 fps using a 24" SAAMI Standard test barrel.

Maximum Range: 2.4 miles at 34°. Impact velocity 405 fps.

Muzzle energy: 1238 Ft-lbs.

Chamber Pressure: 55,000 PSI Max

Powder: Flash suppressed

Propellant Detection: 100% mechanical and / or electronic detection of propellant levels within the cartridges.

Visual Inspection: 100% both visual and machine vision inspection of finished cartridges prior to packing.

Rounds per box: 20 rounds per box / 500 rounds per case.

REQUEST FOR BIDS FOR AMMUNITION (Continued):

Minimum specifications for Winchester T- Series for law enforcement RA40TA 40 caliber Jacketed Hollow Point or equal.

Manufacturer: Winchester

Shellcase: Smith & Wesson nickel plated brass shellcase.

Bullet: 165 grain (10.7 gram) reverse tapered jacket with six "talon" design diameter .400 inch (10.16 mm).

Powder: Clean burning, low flash

Primer: Winchester non-corrosive primer, boxer type.

Accuracy: Product Mean of 2.0 inches (5.1 cm) Extreme Spread 5 shot targets at 50 yards (45.7 m) from a 4.0 inch (10.2 cm) SAAMI test barrel.

Velocity: 1130 ft. /sec (344 m/s) nominal at 15 ft. (4.6 m) fired in a 4.0 inch (10.2 cm) SAAMI test barrel.

Energy: 467 ft-lb (633 joules) nominal at 15 ft. (4.6 m).

Pressure: 35,000 psi max average (2,413 bars).

Waterproofing: Lacquer applied to primer annulus.

Rounds per Box: 50

Minimum specifications for Winchester USA40SW 40 caliber Full Metal Jacketed or equal.

Manufacturer: Winchester

Caliber: 40 S&W

Bullet type: Full Metal Jacket

Bullet Weight: 165 grain

Muzzle Energy: 412 ft. lbs.

Muzzle Velocity: 1060 fps.

Rounds per box: 50

Box per case: 10

BID FORM FOR AMMUNITION (Continued):

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No _____

Has the Company ever conducted business with the City of Edinburg? Yes _____ No _____

Respectfully submitted this _____ day of _____, 2016.

SIGNATURE: _____

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL: _____

**CITY OF EDINBURG
 BID FORM FOR
 AMMUNITION**

BID NO. 2016-91

BID OPENING DATE: June 10, 2016 at 9:00 a.m.

I/We submit the following bid in ORIGINAL FORM for Ammunition according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, HGAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

CHECK ONE	
<input checked="" type="checkbox"/> BUYBOARD	<input type="checkbox"/> HGAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> OTHER _____	<input type="checkbox"/> OTHER _____
Specify	
CONTRACT NUMBER: _____ (if applicable)	COMMODITY NUMBER: _____ (if applicable)

ITEM	EST. QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	36,000 Rounds	FEDERAL PREMIUM LE, GOLD DOT DUTY RIFLE AMMUNITION 223 REM. (5.56 X 45MM) OR EQUAL. <i>CCI # 55 grain 24444 - 7</i>	\$ <u>373.04</u>	\$ <u>13,429.44</u>
2	10,000 Rounds	WINCHESTER: RANGER T-SERIES-JHP RA40TA OR EQUAL.	\$ <u>514.50</u>	\$ <u>5,145.00</u>
3	50,000 Rounds	FEDERAL P40HST3 WINCHESTER: 40 CAL S&W 165 GRAIN FMJ OR EQUAL	\$ <u>420.71</u>	\$ <u>21,035.50</u>
4		FEDERAL AE40R3 SHIPPING & HANDLING		\$ <u>0.00</u>
5		TOTAL		\$ <u>39,609.94</u>

BID FORM FOR AMMUNITION (Continued):

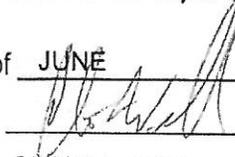
All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No

Has the Company ever conducted business with the City of Edinburg? Yes No _____

Respectfully submitted this 7th day of JUNE, 2016.

SIGNATURE:



TYPE/PRINT NAME:

CLINT WELCH

TITLE:

CONTRACTS & MANAGED ACCOUNTS SUPERVISOR

COMPANY:

GT DISTRIBUTORS, INC

ADDRESS:

2545 BROCKTON DRIVE, SUITE 100

AUSTIN, TX 78758

TELEPHONE NO.:

1-800-252-8310

FAX NO.:

1-800-480-5845

EMAIL:

TXBIDS@GTDIST.COM



August 30th 2016

Lt. Reyes,

I regret to inform you that, unfortunately, we cannot honor the finalized pricing on PO# P161288. This is due to a clerical error on our part on the original bid.

We bid \$373.04 per 500 round case, however we calculated incorrectly for 36,000 rounds, in the extended amount of \$13,429.44. This figure should actually be notated as a total of \$26,858.88. Per our previous discussion, if you so choose, we can offer the sale of ammunition for this particular order at our cost at \$464.84 per 1,000 rounds or \$16,734.40 total (36,000 rounds).

Our greatest apologies for this error and we will ensure this will not happen in the future. I hope this instance does not affect our business relationship moving forward. Please do not hesitate to ask if I or GT can do anything for you or the City of Edinburg.

Regards,

A handwritten signature in blue ink, appearing to read 'Chris Black', with a stylized flourish at the end.

**Chris Black
Account Manager – South Texas and New Mexico**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
GT DISTRIBUTORS, INC
AUSTIN, TX United States

Certificate Number:
2016-86777

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
CITY OF EDINBURG

Date Filed:
07/19/2016

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2016-91 / R161271
RIFLE AMMUNITION

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said CLINT WELCH, this the 19th day of JULY, 2016, to certify which, witness my hand and seal of office.

Carol A. Stafford

Signature of officer administering oath

Carol A. Stafford

Printed name of officer administering oath

Accounting

Title of officer administering oath

BID FORM FOR AMMUNITION (Continued):

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No

Has the Company ever conducted business with the City of Edinburg? Yes _____ No

Respectfully submitted this 7 day of June, 2016.

SIGNATURE: Crystal Laasanen

TYPE/PRINT NAME: Crystal Laasanen

TITLE: LA SALES

COMPANY: Kiesler Police Supply

ADDRESS: 2502 Sable Mill Rd.
JEFFERSONVILLE, IN 47130

TELEPHONE NO.: 800-444-2950

FAX NO.: 812-284-8008

EMAIL: Crystal@kiesler.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kiesler Police Supply, Inc.
Jeffersonville, IN United States

Certificate Number:
2016-99893

Date Filed:
08/16/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Edinburg

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CO BID 2016-91
Ammuntion

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



Christina Fleming
Clark County
Commission Number 640460
Expiration Date 12-11-2020

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Crystal Laasanen
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Crystal Laasanen, this the 16 day of August, 2016, to certify which, witness my hand and seal of office.

Christina Fleming Christina Fleming Notary
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

**CITY OF EDINBURG
BID FORM FOR
AMMUNITION**

BID NO. 2016-91

BID OPENING DATE: June 10, 2016 at 9:00 a.m.

I/We submit the following bid in ORIGINAL FORM for Ammunition according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, HGAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

CHECK ONE

BUYBOARD
 HGAC
 TXMAS
 DEALER/LOCAL
 TX DIR
 TFC
 OTHER _____
Specify

CONTRACT NUMBER: _____ COMMODITY NUMBER: _____
(if applicable) (if applicable)

ITEM	EST. QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	36,000 Rounds	FEDERAL PREMIUM LE, GOLD DOT DUTY RIFLE AMMUNITION 223 REM. (5.56 X 45MM) OR EQUAL. <i>Winchester RA556B 5.56mm 64gr Bonded Estimated ETA 60-90 days</i>	\$ <u>.724</u>	\$ <u>26,064.00</u>
2	10,000 Rounds	WINCHESTER: RANGER T-SERIES-JHP RA40TA OR EQUAL. <i>In stock Currently</i>	\$ <u>.281</u>	\$ <u>2,810.00</u>
3	50,000 Rounds	WINCHESTER: 40 CAL S&W 165 GRAIN FMJ OR EQUAL <i>USA40S&W Currently In stock</i>	\$ <u>.2085</u>	\$ <u>10,425.00</u>
4		SHIPPING & HANDLING		\$ <u>0</u>
5		TOTAL		\$ <u>39,299.00</u>

BID FORM FOR AMMUNITION (Continued):

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No X

Has the Company ever conducted business with the City of Edinburg? Yes X No _____

Respectfully submitted this 3rd day of June, 2016.

SIGNATURE: Patricia Lott

TYPE/PRINT NAME: Patricia Lott

TITLE: Vice President

COMPANY: Precision Delta Corp

ADDRESS: PO Box 128

Ruleville MS 38771

TELEPHONE NO.: 662 756 2810

FAX NO.: 662 756 2590

EMAIL: precdelta@tecinfo.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-87540

Date Filed:
07/20/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

PRECISION DELTA CORP
Ruleville, MS United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Edingurg, TX

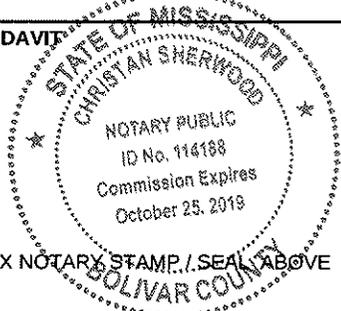
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Ammunition
Ammunition Purchases

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Patricia Lott
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE
Sworn to and subscribed before me, by the said Patricia Lott, this the 20th day of July, 2016, to certify which ~~witness~~ my hand and seal of office.

Christian Sherwood
Signature of officer administering oath

Christian Sherwood
Printed name of officer administering oath

Lawrence
Title of officer administering oath

BID FORM FOR AMMUNITION (Continued):

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No X

Has the Company ever conducted business with the City of Edinburg? Yes _____ No X

Respectfully submitted this 6 day of June, 2016.

SIGNATURE:

Michelle Alvar

TYPE/PRINT NAME:

Michelle Alvar

TITLE:

Operations Manager

COMPANY:

Armstrong Cartridge Inc.

ADDRESS:

2872 us Hwy 93 N.
Victor MT 59875

TELEPHONE NO.:

406-642-3349

FAX NO.:

406-642-3205

EMAIL:

ACIMichelle@yahoo.com

REQUEST FOR BIDS FOR AMMUNITION (Continued):

Minimum specifications for Winchester T- Series for law enforcement RA40TA 40 caliber Jacketed Hollow Point or equal.

Manufacturer: Winchester

Shellcase: Smith & Wesson nickel plated brass shellcase.

Bullet: 165 grain (10.7 gram) reverse tapered jacket with six "talon" design diameter .400 inch (10.16 mm).

Powder: Clean burning, low flash

Primer: Winchester non-corrosive primer, boxer type.

Accuracy: Product Mean of 2.0 inches (5.1 cm) Extreme Spread 5 shot targets at 50 yards (45.7 m) from a 4.0 inch (10.2 cm) SAAMI test barrel.

Velocity: 1130 ft. /sec (344 m/s) nominal at 15 ft. (4.6 m) fired in a 4.0 inch (10.2 cm) SAAMI test barrel.

Energy: 467 ft-lb (633 joules) nominal at 15 ft. (4.6 m).

Pressure: 35,000 psi max average (2,413 bars).

Waterproofing: Lacquer applied to primer annulus.

Rounds per Box: 50

Minimum specifications for Winchester USA40SW 40 caliber Full Metal Jacketed or equal.

Manufacturer: Winchester

Caliber: 40 S&W

Bullet type: Full Metal Jacket

Bullet Weight: 165 grain

Muzzle Energy: 412 ft. lbs.

Muzzle Velocity: 1060 fps.

Rounds per box: 50

Box per case: 10

afana 603

BID FORM FOR AMMUNITION (Continued):

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No _____

Has the Company ever conducted business with the City of Edinburg? Yes _____ No _____

Respectfully submitted this _____ day of _____, 2016.

SIGNATURE: _____

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL: _____

afarabaz

BIDDER'S LIST AMMUNITION

G T Distributors
2545 Brockton Drive, Suite 100
Austin, Texas 78758

McBrides Guns, Inc.
2915 San Gabriel
Austin, Texas 78705

B & S Wholesale, Inc.
6246 A Broadway
Garland, Texas 75043

Victoria's All-Sports Center
1902 Houston Hwy.
Victoria, Texas 77901

AMCHAR Wholesale, Inc.
100 Airpark Drive
Rochester, New York 14624

Elk Castle Shooting Sports
8240 West Freeway
Fort Worth, Texas 76108

Tex-Guns
5230 D. Manchaca Rd.
Austin, Texas 78745

Danny's Inc.
300 S. Broadway
McAllen, Texas 78501

Glick Twins
419 W. Highway 83
Pharr, Texas 78577

Webers Sporting Goods
2701 Ira Young Drive
Temple, Texas 76504

Field & Stream
3812 Houston Harte
San Angelo, Texas 76901

Precision Delta Corp.
P.O. Box 128
Ruleville, Mississippi 38771

Kirkpatrick Gun & Ammo
313 West Village Blvd. #103
Laredo, Texas 78041

Nagel Gun Shop, Inc.
6201 San Pedro Avenue
San Antonio, Texas 78216

Dury's Gun Shop
819 Hot Wells
San Antonio, Texas 78223

Sheridan Outfitters
5515 South Staples
Corpus Christi, Texas 78411

Suppressed Tactical Solutions,
LLC
808 S. Shary Road Ste. 5-233
Mission, Texas 78572

Pro Force Law Enforcement
655 Berry Street, Suite H
Brea, California 92821

Cabela's
15570 IH 35
Buda, Texas 78610

Gander Mountain
151 Market Square Blvd.
Tyler, Texas 75703

Robinson's Guns
4262 Hwy 49
Drew, MS 38737

G T Distributors
P.O. Box 16080
Austin, Texas 78758

44 Firearms LLC
3421 U.S. 83 Business #7
McAllen, Texas 78501

The Powderhorn
2412 S. Loop 410 W
San Antonio, Texas 78227

Texas Guns
7122 Bandera Rd.
San Antonio, Texas 78238

Turner's Outdoorsman
1932 N. Tustin
Orange, CA 92665

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Authorizing the City Manager to Negotiate and Enter into Lease Agreements with Ricoh USA, Inc. and Total Imaging Solutions, Inc. for Installation of Multifunctional Copier Equipment Utilizing the State of Texas Department of Information Resources (DIR) Contract. [Ascencion Alonzo, Director of Finance]

STAFF COMMENTS AND RECOMMENDATION:

City Staff is requesting authorization to enter into a 36 month new lease for five (5) copiers with Ricoh USA, Inc. under DIR Contract #DIR-TSO-3041 and four (4) copiers with Total Imaging Solutions Inc. under contract DIR Contract #DIR-TSO-3082. The current lease agreements with both vendors have recently expired. The various multifunctional equipment will be assigned to the following departments: C.D.B.G (1), City Secretary (1), City Hall (1), Finance (1), Municipal Court (1), and Police (4). Copier equipment is listed as follows:

Department	Model	Copies/Mo.	Amount/Mo.
C.D.B.G.	(1) Ricoh MPC4504	2,500 B&W	\$191.00
City Secretary(Vitals)	(1) Ricoh MP401SPF	4,000 B&W	\$98.10
City Hall	(1) Ricoh Pro8100se	70,000 B&W	\$708.00
Finance(Utility Billing)	(1) Ricoh MPC4504	5,000 B&W	\$204.70
Municipal Court	(1) Ricoh MPC4504	12,500 B&W	\$275.00
Police(CID)	(1) Bizhub C454e	30,000 B&W	\$519.33
Police(Records)	(1) Bizhub 454e	30,000 B&W	\$486.18
Police(Communications)	(1) Bizhub227	15,000 B&W	\$300.16
Police(Patrol)	(1) Bizhub 227	30,000 B&W	\$433.01

Funding is available within each Department's Fiscal Year 2015-2016 Operating Budget. City staff verified that no monies are owed to the City and the City has previously done business with Ricoh USA, Inc. and Total Imaging Solutions, Inc.

RECOMMENDATION:

Approve Authorizing the City Manager to Negotiate and Enter into Lease Agreements with Ricoh USA, Inc. and Total Imaging Solutions, Inc. for Installation of Multifunctional Copier Equipment Utilizing the State of Texas Department of Information Resources (DIR) Contract.

REVIEWED BY:

PREPARED BY:

Â /s/Richard M.
Hinojosa
Richard M. Hinojosa
City Manager

Â /s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

Proposal for Document Copying & Printing Solutions



City of
Edinburg
CDBG



PREPARED BY:

Aissa Acevedo—Major Account Executive

Mobile: (956) 607-6465

Fax: (956) 687-2012

Email: Aissa.Acevedo@ricoh-usa.com

Proposal Submitted: July 19, 2016

RICOH
imagine change.
Page 633

Ricoh MPC4504

Color & Black/White Multifunctional Device

Key Features

- 45-PPM B&W and Color Output
- Color and B&W Copy, Print and Scan Enabled
- Fax Enabled
- 1,200-Sheet Paper Capacity
2 – 550 Sheet Paper Trays and Cabinet
1 – 100 Sheet Bypass
- 1,000 Sheet Finisher / Stapler with Sort
- Hard Drive Encryption and Data Overwrite Security System
- 5.7-second color/ 4-second monochrome first-print speed
- ESP power filter and Energy Star® compliant



DIR Contract - Investment Details for 36 Months

- **36 Month Lease Payment**
- (1) Ricoh MPC4504
- **Payment: \$191.00/ Month**
- **Includes: 2,500 B&W and CPC Color Monthly**
- **Black & White Overages: \$0.0069 / click**
- **Color Usage: \$0.0428 / click**
- **Overages Billed Quarterly**

Includes

- Delivery
- Installation
- Operator Training
- Current Equipment Pick Ups
- All Toner, Staples, Parts & Labor

**All pricing is DIR # DIR-TSO-3041

***Includes Full & Final Upgrade of Current Agreement (Contract: 111262-1012336A33)

Proposal for Document Copying & Printing Solutions



City of
Edinburg
Vitals



PREPARED BY:

Aissa Acevedo—Major Account Executive

Mobile: (956) 607-6465

Fax: (956) 687-2012

Email: Aissa.Acevedo@ricoh-usa.com

Proposal Submitted: July 28, 2016

RICOH
imagine. change.
Page 635

Ricoh MP401SPF

Black/White Multifunctional Device

Key Features

- 42-PPM B&W Output
- B&W Copy, Print, Scan and Fax Enabled
- 50-Sheet Auto Rotating Document Feeder
- 1,100-Sheet Paper Capacity
Tray 1 – 500 Sheet Paper Tray
1 – 100 Sheet Bypass
- Up to 1,200 x 1,200 dpi resolution
- Scanning capabilities include color scanning and Scan-to-Media
- Hard Drive Encryption and Data Overwrite Security System
- Adobe Postscript Ready
- ESP power filter and Energy Star® compliant



DIR Contract - Investment Detail Options for 36 Months

Recommended Solution Ricoh MP401SPF	36 Month Lease Payment
With 2,500 B/W Copies (Quarterly Overages – B/W @ \$0.01)	\$79.50
With 3,000 B/W Copies (Quarterly Overages – B/W @ \$0.01)	\$85.70
With 3,500 B/W Copies (Quarterly Overages – B/W @ \$0.01)	\$91.90
With 4,000 B/W Copies (Quarterly Overages – B/W @ \$0.01)	\$98.10

Includes

- Delivery, Installation and Operator Training
- Gold Service Contract: **All Toner, Staples, Parts & Labor**

****All pricing is DIR # DIR-TSO-3041**

*****Includes Full & Final Upgrade of Current Agreement (Contract:111262-1012336A35) & Equipment Pick-Up**

Proposal for Document Copying & Printing Solutions



City of
Edinburg

City Hall
Upstairs B&W Device



PREPARED BY:

Aissa Acevedo—Major Account Executive

Mobile: (956) 607-6465

Fax: (956) 687-2012

Email: Aissa.Acevedo@ricoh-usa.com

Proposal Submitted: August 11, 2016

RICOH
imagine. change.
Page 637

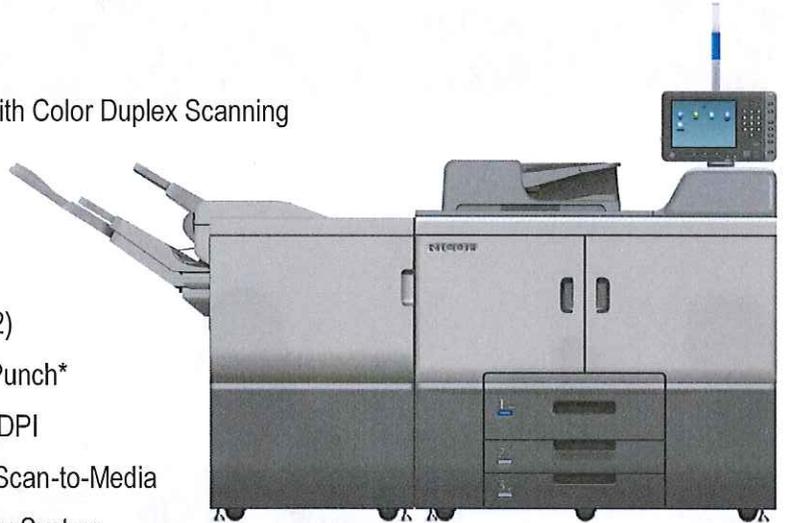
Proposed Equipment

Ricoh Pro8100se

Black/White High Volume Production Device

Key Features

- 95-PPM B&W Output
B&W Copy, Print and Scan Enabled
- 200-Sheet Single Pass Auto Document Feeder With Color Duplex Scanning
- 3,300-Sheet Paper Capacity
Tray 1 – 2,200 Sheet Tandem Tray (1,100x2)
Trays 2 and 3 – 550 Sheet Paper Trays
- Supports Paper Sizes Up to 13" x 19"
And Paper Weights Up to 110 lb. Cover (300 g/m2)
- 3,000 Sheet Finisher / Stapler / Sorter with Hole Punch*
- 2 GB RAM and 500GB HDD / Up to 1200 x 4800 DPI
- Scanning capabilities include color scanning and Scan-to-Media
- Hard Drive Encryption and Data Overwrite Security System
- ESP power filter and Energy Star® compliant



DIR Contract - Investment Detail Options for 36 Months

Recommended Solution Ricoh Pro8100se	36 Month Lease Payment	+Hole Punch* (Optional Add On)
With 65,000 B/W Copies (Quarterly Overages – B/W @ \$0.0032)	\$678.00	+\$14.00
With 70,000 B/W Copies (Quarterly Overages – B/W @ \$0.0032)	\$694.00	+\$14.00
With 75,000 B/W Copies (Quarterly Overages – B/W @ \$0.0032)	\$711.00	+\$14.00
With 80,000 B/W Copies (Quarterly Overages – B/W @ \$0.0032)	\$726.00	+\$14.00

Includes

- Delivery, Installation and Operator Training
- Gold Service Contract: **All Toner, Staples, Parts & Labor**

****All pricing is DIR # DIR-TSO-3041**

*****Includes Full & Final Upgrade of Current Agreement (Contract:111262-1012336A36) & Equipment Pick-Up**

RICOH
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Page 638
City Hall

Proposal for Document Copying & Printing Solutions



City of
Edinburg
Water Department



PREPARED BY:

Aissa Acevedo—Major Account Executive

Mobile: (956) 607-6465

Fax: (956) 687-2012

Email: Aissa.Acevedo@ricoh-usa.com

Proposal Submitted: August 3, 2016

RICOH
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Proposed Equipment

Ricoh MPC4504

Color & Black/White Multifunctional Device

Key Features

- 45-PPM B&W and Color Output
- Color and B&W Copy, Print and Scan Enabled
- Fax Enabled
- 1,200-Sheet Paper Capacity
2 – 550 Sheet Paper Trays
1 – 100 Sheet Bypass and Cabinet
- 1,000 Sheet Booklet Finisher / Stapler with Sort
- Hard Drive Encryption and Data Overwrite Security System
- 5.7-second color/ 4-second monochrome first-print speed
- ESP power filter and Energy Star® compliant



DIR Contract - Investment Details for 36 Months

- **36 Month Lease Payment**
- (1) Ricoh MPC4504
- **Payment: \$204.70/ Month**
- **Includes: 5,000 B&W and CPC Color Monthly**
- **Black & White Overages: \$0.0069 / click**
- **Color Usage: \$0.0428 / click**
- **Overages Billed Quarterly**

Includes

- Delivery
- Installation
- Operator Training
- Current Equipment Pick Ups
- All Toner, Staples, Parts & Labor

**All pricing is DIR # DIR-TSO-3041

***Includes Full & Final Upgrade of Current Agreement (Contract: 111262-1012336A38)

Proposal for Document Copying & Printing Solutions



City of
Edinburg
Municipal Court



PREPARED BY:

Aissa Acevedo—Major Account Executive

Mobile: (956) 607-6465

Fax: (956) 687-2012

Email: Aissa.Acevedo@ricoh-usa.com

Proposal Submitted: July 26, 2016

RICOH
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Page 641

Ricoh MPC4504

Color & Black/White Multifunctional Device

Key Features

- 45-PPM B&W and Color Output
- Color and B&W Copy, Print and Scan Enabled
- Fax Enabled
- 2,300-Sheet Paper Capacity
4 – 550 Sheet Paper Trays
1 – 100 Sheet Bypass
- 1,000 Sheet Finisher / Stapler with Sort
- Hard Drive Encryption and Data Overwrite Security System
- 5.7-second color/ 4-second monochrome first-print speed
- ESP power filter and Energy Star® compliant



DIR Contract - Investment Details for 36 Months

- **36 Month Lease Payment**
- (1) Ricoh MPC4504
- **Payment: \$275.00/ Month**
- **Includes: 12,500 B&W and 300 Color Monthly**
- **Black & White Overages: \$0.0069 / click**
- **Color Overages: \$0.0428 / click**
- **Overages Billed Annually**

Includes

- Delivery
- Installation
- Operator Training
- Current Equipment Pick Up
- All Toner, Staples, Parts & Labor

****All pricing is DIR # DIR-TSO-3041**

*****Includes Full & Final Upgrade of Current Agreement (Contract: 111262-1012336A37)**



18th July 2016

DIR-TSO-3082 & TAB Contract

Edinburg PD
 1702 S Closner Blvd
 Edinburg Texas 78539

Dear Lt Reyes,

Thank you for affording me this opportunity. Provided here are just a few pieces of reference material that I respectfully feel may be of interest to you and your department. Please note that I have specified Konica Minolta machine priced available on the state contract the DIR-TSO-3082 overall pricing is lower than DIR, maintenance is special in utilizing the upgraded roll-over family pool.

Department	Recommended	Lease
CID	bizhub C454e	\$ 519.33
	PC-110 paper cassette FS-534 Finisher w/Saddle Stitcher PK-520 Hole Punch AU-205H IC Card Reader MK-735 Mount Kit 30,000 Monochrome clicks per month	
Records	bizhub 454e	\$ 486.18
	PC-110 paper cassette FS-534 Finisher w/Saddle Stitcher AU-205H IC Card Reader MK-735 Mount Kit 30,000 Monochrome clicks per month	
Communications	bizhub 227	\$ 300.16
	DF-628 Reverse Automatic Document Feeder FS-534 Finisher w/Saddle Stitcher PK-520 Hole Punch AU-205H IC Card Reader MK-735 Mount Kit 15,000 Monochrome clicks per month	
Patrol	bizhub 227	\$ 433.01
	DF-628 Reverse Automatic Document Feeder FS-534 Finisher w/Saddle Stitcher PK-520 Hole Punch AU-205H IC Card Reader MK-735 Mount Kit 30,000 Monochrome clicks per month	
Total 36 Month Lease w/PPT		\$ 1,738.69

DIGITAL MFPs:

- PRINT
- COPY
- FAX
- SCAN

SERVICES:

- GRAPHIC DESIGN
- WIDE FORMAT PRINTING
- WIDE FORMAT SCANNING
- DOCUMENT ARCHIVE
- DOCUMENT RETRIEVAL
- DOCUMENT RE-TASKING
- PHOTO EDITING
- PHOTO TOUCH-UPS
- PHOTO COLOR CORRECTING
- WORKFLOW ANALYSIS
- PRODUCTION PRINT SERVICE:**
- ADOBE PRINT SERVICE PROVIDER
- VARIABLE DATA PRINTING
- MAIL ADDRESSING SERVICE
- HIGH SPEED COPYING
- FULL COLOR PRODUCTION



1. Property tax is applied in this quote for the standard lease contract.
2. Set-up to PageScope is included and will be provided. No further Authentication License or Annual Maintenance for PageScope is available. The new equipment is compatible to PageScope.
3. RightFax will remain at the PD, setup to RightFax and scan to RightFax will be undertaken on equipment installation.
4. Bizhub HID authentication is included.

The maintenance will be provided by Total Imaging Solutions; maintenance for the four (4) machines is 105,000 x 36 month = 3,780,000 a pool will roll-over, additional monochrome clicks can be purchased at \$0.072. Color clicks can be procured at \$0.047 per click. Scanning is "FREE".

Maintenance includes Parts, Preventative Maintenance and Labor, only excludes paper and staples.

Sincerely

Martin Randall
Executive Vice President

DIGITAL MFPs:

- PRINT
- COPY
- FAX
- SCAN

SERVICES:

- GRAPHIC DESIGN
- WIDE FORMAT PRINTING
- WIDE FORMAT SCANNING
- DOCUMENT ARCHIVE
- DOCUMENT RETRIEVAL
- DOCUMENT RE-TASKING
- PHOTO EDITING
- PHOTO TOUCH-UPS
- PHOTO COLOR CORRECTING
- WORKFLOW ANALYSIS
- PRODUCTION PRINT SERVICE:**
- ADOBE PRINT SERVICE PROVIDER
- VARIABLE DATA PRINTING
- MAIL ADDRESSING SERVICE
- HIGH SPEED COPYING
- FULL COLOR PRODUCTION

CONTRACTUALS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Authorizing the Mayor to Renew and Execute an Interlocal Agreement Between the City of Edinburg, Texas; City of Brownsville, Texas; the Cameron County District Attorney's Office; the City of McAllen, Texas, and the City of Pharr, Texas, Regarding a Mutual Aid (Burglary and Theft of Motor Vehicle) Law Enforcement Task Force to Cooperate in Certain Criminal Investigations. [David White, Chief of Police]

STAFF COMMENTS AND RECOMMENDATION:

The South Texas area has been plagued by an increase in motor vehicle theft crimes because of its proximity to the international border with Mexico. The South Texas Auto Theft Enforcement Task Force was established to combat motor vehicle crime problems. Participation in this Task Force will enhance the Police Department's capabilities in auto theft investigations especially in the area of personnel resources and intelligence gathering.

The Edinburg Police Department is recommending that the City continue to participate in the South Texas Auto Theft Enforcement Task Force in an effort to address auto theft incidents. The Task Force will be administered by the Brownsville Police Department. In addition to some participating Cameron County agencies, there will be participation from the City of Pharr and the City of McAllen Police Departments in Hidalgo County. The Task Force is funded through a grant from the State of Texas. The Police Department intends to assign two (2) police officers to the Task Force who will mainly work out of the Edinburg Police Station. The total budget for the City of Edinburg is \$186,060 with \$101,035 being grant funds and \$85,025 the local match.

RECOMMENDATION:

Approve Authorizing the Mayor to Renew and Execute an Interlocal Agreement Between the City of Edinburg, Texas; City of Brownsville, Texas; the Cameron County District Attorney's Office; the City of McAllen, Texas, and the City of Pharr, Texas, Regarding a Mutual Aid (Burglary and Theft of Motor Vehicle) Law Enforcement Task Force to Cooperate in Certain Criminal Investigations.

REVIEWED BY:

PREPARED BY:

Â /s/Ricardo Palacios by CP
Ricardo Palacios
CityAttorney

Lt. Chad Dufner

/s/ Marissa Garza
Marissa Garza, Director of Community
Development/Grants Management

Â /s/Richard M.
Hinojosa
Richard M. Hinojosa
City Manager

Â /s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

Â /s/David White
David White
Chief of Police

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



BROWNSVILLE POLICE DEPARTMENT

August 05, 2016

Chief David White
Edinburg Police Department
1702 S. Clossner Blvd.
Edinburg, Texas 78539

Dear Chief White:

The attached budget digest represents the Auto Burglary & Theft Prevention Authority board approved amount. The digest represents budgeted amounts only and does not include any items that conflict with the participating agency's personnel or local government code policies and procedures. If the budget digest enclosed is approved by your respective agency, then your agency will be responsible for the following requirements that need to be met:

1. Salaries are in accordance with local policy of the participating agencies.
2. Personnel are classified in accordance with the needed qualification for the position.
3. Fringe benefits are figured in accordance with local policy of the participating agencies.

If your agency agrees and accepts the A.B.T.P.A. funds for fiscal year September 1, 2016 through August 31, 2017, please return the Inter Agency Agreement by August 29, 2016. If you cannot meet this deadline, or have any questions, please call upon me at (956) 548-7144.

Respectfully,

Lt. Mark Elbert
S.T.A.T.E.T.F. Project Manager

600 E. Jackson Street
Brownsville, Texas 78520

Telephone: (956) 548-7144
Facsimile: (956) 982-0439

THE STATE OF TEXAS }}

CITY OF BROWNSVILLE }}

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BROWNSVILLE, TEXAS, THE CAMERON COUNTY DISTRICT ATTORNEY'S OFFICE, THE CITY OF MCALLEN, TEXAS, THE CITY OF PHARR, TEXAS AND THE CITY OF EDINBURG, TEXAS REGARDING A MUTUAL AID (BURGLARY AND THEFT OF MOTOR VEHICLE) LAW ENFORCEMENT TASK FORCE TO COOPERATE IN CERTAIN CRIMINAL INVESTIGATIONS

THIS AGREEMENT is made this _____ day of _____, 2016, in the City of Brownsville, State of Texas, pursuant to the Interlocal Cooperation Act, Art. 4413 (32C), Tex. Rev. Civ. Stat. (Vernon's 1976), regarding Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and certain other local Governments, between: (1) the City of Brownsville, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 1001 E. Elizabeth, Brownsville, Cameron County, Texas 78520, acting through the Brownsville City Commission, (2) the Cameron County District Attorney's Office, having its principal administrative office located at 964 E. Harrison St., Brownsville, Cameron County, Texas 78520, acting through the Cameron County Commissioners Court, (3) the City of McAllen, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 1300 West Houston, McAllen, Hidalgo County, Texas 78501, acting through the McAllen City Commission, (4) the City of Pharr, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 118 S. Cage, Pharr, Hidalgo County, Texas 78577, acting through the Pharr City Commission, (5) the City of Edinburg, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 415 W. University Drive, Edinburg, Hidalgo County, Texas 78541, acting through the Edinburg City Council.

WHEREAS, CAMERON and HIDALGO COUNTIES have been plagued by an increase in motor vehicle theft crimes because of its proximity to the international border with Mexico, and the utilization of this area as a well-traveled route for stolen motor vehicles into the interior of Mexico.

WHEREAS, to continue to combat this state and county problem, working with the appropriate agencies and officials of the State of Texas, the Automobile Burglary and Theft Prevention Authority has budgeted certain monies to be funneled to local governments for use in fighting such motor vehicle theft crime problems.

WHEREAS, THE CITY OF BROWNSVILLE, several counties and municipalities therein jointly applied, through THE CITY OF BROWNSVILLE, for a share of these monies, to be used in establishing the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE to combat said motor vehicle theft crime problems.

WHEREAS, the AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY which is administering such funds on behalf of the State of Texas has authorized a grant in the sum of \$1,142,239 to be awarded to THE CITY OF BROWNSVILLE and the said participating counties and municipalities for such purposes.

WHEREAS, it is necessary for THE CITY OF BROWNSVILLE, THE CAMERON COUNTY DISTRICT ATTORNEY'S OFFICE, THE CITY OF MCALLEN, CITY OF PHARR AND THE CITY OF EDINBURG to establish a working relationship to best utilize the said grant and to combat motor vehicle burglary and theft , and to then reduce such relationship to writing in the form of an Interlocal Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises of the parties and mutual benefits they will gain by the performance thereof, all in accordance with the provisions hereinafter set forth, THE CITY OF BROWNSVILLE, THE CAMERON COUNTY DISTRICT ATTORNEYS OFFICE, THE CITY OF MCALLEN, THE CITY OF PHARR AND THE CITY OF EDINBURG AGREE AS FOLLOWS:

I.
PURPOSE OF AGREEMENT

The purpose of the agreement is the establishment of the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE by the above-named parties to utilize a grant from the State of Texas to combat motor vehicle theft crimes throughout Cameron County, Texas and Hidalgo County, Texas. To this extent, the above-named parties, pursuant to action taken by the governing bodies of said parties at duly-scheduled open meetings of same (by resolution of order, as appropriate) have entered into this Agreement to form a mutual aid law enforcement task force to cooperate in motor vehicle theft criminal investigations, whereby certain peace officers employed by said parities (as covered by this Agreement) will have the additional investigative authority throughout said counties as set forth in the Agreement, which shall provide for the compensation of the peace officers involved in the activities of the Task Force, which shall be known as the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE.

II.
PERSONNEL AND EQUIPMENT

The SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE shall consist of the following personnel, assigned by the respective entities set forth hereinafter: (1) Detectives/ Investigators/Officer, not more than Twenty One (21), and One criminal prosecutor at any one time, assigned to the Task Force by the Brownsville Police Department, Cameron County District Attorney's Office, McAllen Police Department, Pharr Police Department, and Edinburg Police Department, the final assignments to be approved by the Board of Governors pursuant to administrative provisions below; and (1) one Administrative Assistant/Secretary to be selected by the TASK FORCE COORDINATOR with the approval of the TASK FORCE'S Board of Governors pursuant to the administrative provisions below, who is an employee of the City of Brownsville assigned to the Task Force pursuant to the said state grant. The personnel, supplies, and

direct operating expenses for the Task Force shall be financed pursuant to and by the aforesaid state grant; a copy of the Budget Schedule there under being annexed hereto as Exhibit "A", which is incorporated by reference herein. The Task Force Coordinator and all other personnel assigned by the parties to this Agreement shall remain the employees of the party making such assignment and shall not, by virtue of serving on the South Texas Auto Theft Enforcement Task Force, be considered as employees, agents, or servants, of the Board of Governors, of the South Texas Auto Theft Enforcement Task Force, or of any party to this agreement other than the party making said assignment.

III.

ADMINISTRATION

The SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE is to be supervised by a Board of Governors, which shall consist of one representative for each of the Four participating municipalities or counties (i.e., parties to this agreement), and the City of Brownsville, for a total of Five members; each of the said Five entities shall select a representative in any manner deemed to serve the interest of said entity which complies with any pertinent law, preferably the Chief of Police, the County Sheriff, or one of their department supervisors. The said Board of Governors shall adopt rules and regulations relating to the administration, operation and procedures of the TASK FORCE within the parameters of this Agreement and any pertinent law; such rules and regulations shall be formally adopted by the Board in compliance with the Texas Open Meetings Act, be reduced to writing, and be maintained as part of the records of the Board of Governors. The Board of Governors will cooperate with the officials and agents of the City of Brownsville in connections with the administration of the said grant in connection with purchasing, auditing, and any other financial or administrative matters required by said grant or any pertinent law.

IV.

EXTENT OF AUTHORITY

A law enforcement officer covered by this Agreement may make an arrest anywhere outside the jurisdiction in which the officer is or would be regularly employed, throughout Cameron, and Hidalgo Counties and any other area where such arrest is authorized by law. As required by statute, the law enforcement agencies of the area where the said arrest is made shall be notified of the said arrest without delay, and the notified agency shall make available the notice to the arrest in the same manner as if the arrest were made by a member of that agency.

V.

EMPLOYEE STATUS

A law enforcement officer regularly employed by another municipality (i.e. city or county) shall remain the employee of such municipality but shall be considered, for the purpose of making an arrest at any location throughout Cameron and Hidalgo County, to be in service of the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE and a peace officer in and about Cameron and Hidalgo County under the command and supervision of the TASK FORCE COORDINATOR. Accordingly, the officer has all the powers of a regular law enforcement officer anywhere in Cameron and Hidalgo, County; to

this extent, qualification for office in the municipality (i.e., city or county) or regular employment constitutes qualification for office anywhere in Cameron and Hidalgo Counties, and no additional oath, bond, or compensation is needed. The party who assigns a peace officer to the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE or that regularly employs the TASK FORCE COORDINATOR shall remain solely responsible for the health, safety, acts or omissions of that assigned peace officer or TASK FORCE COORDINATOR.

VI.

COMPENSATION

The officers serving on the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE are entitled to the same wages, salary, pension, and other compensation and rights, including injury or death benefits, as if the service were rendered in the municipality (i.e., city or county) of the officer's regular employment. Moreover, the Officer is also entitled to payment for any reasonable expenses incurred for travel, food or lodging while on duty outside the limits of the territory of the officer's regular employment. To this extent, the officers serving on the TASK FORCE will be compensated in accordance with the salary schedule (which is annexed hereto as Exhibit "A") incorporated into the Budget, as administered by the Board of Governors. Moreover, the municipality (i.e., city or county) regularly employing said officers; shall pay (subject to reimbursement pursuant to the procedures established under the aforesaid state grant, after the payment is made and reimbursement is requested), all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel, food, lodging and vehicle lease.

VII.

TERM OF AGREEMENT

This agreement will be effective from September 1, 2016 to August 31, 2017, at which time, said Agreement will terminate. Upon mutual agreement of the parties, set forth in writing and signed by the (participating) parties, assuming that funds are available to do so, this Agreement may be continued, on the same terms, for such periods as desired or is feasible, until modified by subsequent amendment. This Agreement, subject to applicable law and restrictions contained in the aforesaid state grant, may be terminated at any time by mutual agreement of the parties, set forth in writing and signed by the parties.

VIII.

FUNDING

The said parties paying for the performance of the aforesaid governmental functions or services shall make payment therefore from current revenues available to the paying party.

IX.

COMPLIANCE WITH ALL LAWS

All parties to this Agreement will act, at all times in compliance with all pertinent City and County ordinances, orders, regulations and policies, as well as all applicable State and Federal laws.

X.

ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral presentations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged.

XI.

BREACH OF OBLIGATION

This Agreement is entire as to all of the performances to be rendered under it. Breach of any obligation to be performed by any party shall constitute a breach of the entire Agreement and shall give the other parties the right to terminate this Agreement.

XII.

LAW GOVERNING; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The obligations and undertaking of each of the parties to this Agreement shall be performable in Cameron and Hidalgo Counties, Texas.

EXECUTED by the respective parties singularly on an identical duplicate of this document on the dates stated below at the office or facility of the said county's or municipality governing body in Cameron and Hidalgo, County, Texas.

CITY OF BROWNSVILLE, TEXAS

By: _____
Antonio Martinez, Mayor
(On _____, 2016)

ATTEST:

Name: _____
Title: _____

COUNTY OF CAMERON, TEXAS

By: _____
Pedro Sepulveda, Jr., County Judge
(On _____, 2016)

ATTEST

Name: _____
Title: _____

CITY OF MCALLEN, TEXAS

By: _____
James Darling, Mayor
(On _____, 2016)

ATTEST:

Name: _____
Title: _____

CITY OF PHARR, TEXAS

By: _____
Ambrosio Hernandez, Mayor
(On _____, 2016)

ATTEST:

Name: _____
Title: _____

CITY OF EDINBURG, TEXAS

By: _____
Richard Garcia, Mayor
(On _____, 2016)

ATTEST:

Name: _____
Title: _____

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Texas Automobile Burglary and Theft Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, **The Edinburg Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by any and all such rules or special conditions relating to the grant.

Orlando Rodriguez
Chief of Police
Brownsville Police Department

David White
Chief of Police
Edinburg Police Department

Date: ____ / ____ / ____

Date: ____ / ____ / ____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary and Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Automobile Burglary and Theft Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Authorized Official
Richard Garcia, Mayor
City of Edinburg, Texas 78539

Date

**SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE
BUDGET DIGEST
FOR
EDINBURG POLICE DEPARTMENT
FY 2017**

	<u>ATPA</u>	<u>PROGRAM INCOME</u>	<u>CASH</u>	<u>IN-KIND</u>	<u>TOTAL</u>
SALARIES	97,835.00	-	32,612.00	-	130,447.00
OVERTIME	-	-	-	-	-
TMRS	-	-	19,176.00	-	19,176.00
FICA	-	-	9,980.00	-	9,980.00
INSURANCE	-	-	14,616.00	-	14,616.00
WORKMAN'S COMP	-	-	5,414.00	-	5,414.00
UNEMPLOYMENT COMP	-	-	27.00	-	27.00
LONGEVITY	*	-	-	-	-
EDUCATIONAL INCENT.	*	-	-	-	-
SENIORITY PAY	*	-	-	-	-
ASSIGNMENT PAY	*	-	-	-	-
CLOTHING ALLOWANCE	-	-	2,400.00	-	2,400.00
VEHICLE LEASE	-	-	-	-	-
FUEL/MILEAGE	2,400.00	-	600.00	-	3,000.00
MOBILE PHONES	-	-	-	-	-
OFFICE PHONES	-	-	-	-	-
OFFICE LEASE	-	-	-	-	-
SUPPLIES	800.00	-	200.00	-	1,000.00
PAGERS	-	-	-	-	-
C/I FUNDS	-	-	-	-	-
TRAINING	-	-	-	-	-
TOTAL	<u>101,035.00</u>	<u>-</u>	<u>85,025.00</u>	<u>-</u>	<u>186,060.00</u>

* Longevity, Educational Incentative, Seniority pay, Assignment pay included in salary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Authorizing the City Manager or his Designee to Enter Into and Execute a Memorandum of Understanding (MOU) Between the Rio Grande Valley (“RGV”) Texas Anti-Gang (“TAG”) Center and the City of Edinburg Police Department. [David White, Chief of Police]

STAFF COMMENTS AND RECOMMENDATION:

This (MOU) memorializes the cooperative working relationship between Rio Grande Valley (“RGV”) Texas Anti-Gang (“TAG”) Center and the City of Edinburg Police Department. To enhance this cooperation, the RGV TAG Center will be a state-of-the-art facility in which representatives from multiple law enforcement agencies will collocate. The City of Edinburg is providing for the assignment of one (1) officer from the City of Edinburg Police Department to the RGV TAG Center.

The mission of the RGV TAG Center is to enable the participating agencies to more efficiently and effectively cooperate and collaborate on intelligence, investigations and operational activities related to combating gangs and other criminal organizations operating in our region, by providing a common physical environment equipped with the most advanced technology.

This MOU shall remain in effect for a period of three (3) years following the effective date of this agreement.

RECOMMENDATION:

Approve Authorizing the City Manager or his Designee to Enter Into and Execute a Memorandum of Understanding (MOU) Between the Rio Grande Valley (“RGV”) Texas Anti-Gang (“TAG”) Center and the City of Edinburg Police Department.

REVIEWED BY:

Â /s/ Ricardo Palacios by CP
Ricardo Palacios
CityAttorney

PREPARED BY:

Lt. Chad Dufner

Â /s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

Â /s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

Â /s/David White
David White
Chief of Police

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CONSTITUENT AGENCIES
OF THE TEXAS ANTI-GANG (TAG) CENTER
RIO GRANDE VALLEY**

I. Introduction

Due to various factors, the region surrounding and including Hidalgo County, Texas has become a primary center for gangs and other organizations engaged in serious criminal activity. Multiple law enforcement agencies at the federal, state, and local level have responsibility for the investigation and prosecution of these criminal organizations. Cooperation among these different law enforcement agencies in addressing the threat posed by criminal organizations furthers the ability of these agencies to fulfill their mission, which, consequently, furthers the public good. To enhance this cooperation, the agencies listed herein have agreed to establish the Rio Grande Valley (“RGV”) Texas Anti-Gang (“TAG”) Center. The RGV TAG Center will be a state-of-the-art facility in which representatives from multiple law enforcement agencies will collocate in order to more efficiently and effectively cooperate and collaborate on intelligence, investigatory, and operational activities related to combating the shared threat of criminal organizations operating in and affecting the region.

II. Purpose

- A. The purpose of this agreement is to set forth the terms by which the parties agree to establish a joint physical presence at the RGV TAG Center.
- B. This agreement is not intended as, and should not be construed as, altering or superseding any existing agreement, memorandum, policy, or legal authority concerning any of the parties to this agreement.
- C. This agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof. The participating agencies, their agents, representatives and employees reserve and do not waive, any immunity or similar right to which they are entitled, nor do they waive any provision of the Texas Tort Claims Act or the Federal Tort Claims Act, as applicable. Any provision of this agreement that imposes an obligation or restriction on a party, not permitted by applicable law, shall not be enforceable.
- D. As described herein, the RGV TAG Center is established as a common physical

environment to facilitate the effective and efficient cooperation and collaboration between multiple law enforcement agencies with respect to a common subject matter. The TAG Center is a shared project of the individual agencies maintaining a physical presence there, subject to the terms of this agreement, and is not a separate or distinct legal entity, whether agency, office, component, corporation, or otherwise.

III. Mission Statement

The mission of the RGV TAG center is to enable the participating agencies to more efficiently and effectively cooperate and collaborate on intelligence, investigations, and operational activities related to combating gangs and other criminal organizations operating in our region, by providing a common physical environment equipped with the most advanced technology.

IV. Participation

A. Constituent Agencies. “Constituent Agencies” will be those participating agencies. Other agencies will not be eligible unless added to the list of Constituent Agencies as provided in Section XIV(A) The following agencies are hereby initially designated as Constituent Agencies:

1. McAllen Police Department (MPD)
2. Hidalgo County Sheriff’s Office (HCSO)
3. Texas Department of Public Safety, Region 3 (DPS)
4. Edinburg Police Department (EPD)
5. Mission Police Department (MDP)
6. Pharr Police Department (PPD)
7. San Juan Police Department (SJPD)
8. United States Patrol (USBP)
9. United States DOJ FBI – McAllen (FBI)

B. Executive Board Agencies. “Executive Board Agencies” will be those constituent agencies whose principals will comprise the Executive Board. The following agencies are hereby initially designated as Executive Board Agencies:

1. McAllen Police Department (MPD)
2. Hidalgo County Sheriff’s Office (HCSO)
3. Texas Department of Public Safety, Region 3 (DPS)
4. Edinburg Police Department (EPD)
5. Mission Police Department (MDP)
6. Pharr Police Department (PPD)
7. United States Patrol (USBP)
8. United States DOJ FBI – McAllen (FBI)

- C. Governing bodies. For purposes of this agreement, the term “governing bodies” includes those bodies specified in this section or subsequently created pursuant to the terms of this agreement that are vested with authority to take actions on behalf of the RGV TAG Center.
1. Executive Board. Ultimate governance of the RGV TAG Center is vested in an Executive Board, comprised of the principal of each of the Executive Board Agencies, each having an equal vote on all matters before the board. The Executive Board shall designate a member to the Executive Board as the Presiding Principal for one (1) calendar year terms. The board has the authority to take any action with respect to the RGV TAG Center that is not inconsistent with this agreement and applicable law.
 - a. Minutes. The Presiding Principal or the RGV TAG Center Administrator, as defined in IV. C. herein, is responsible for ensuring that the Executive Board meetings are recorded, and that the minutes are prepared and maintained. Once approved, meeting minutes and the recording of the meetings will be retained in the RGV TAG Center files as per state retention schedules.
 - b. Availability of Minutes. Approved minutes of the Executive Board meetings will be made available to all participating agencies. All other requests for copies will be submitted in writing to the Presiding Principal or RGV TAG Center Administrator, and approved by the Executive Board.
 - c. Executive Sessions. At times, executive sessions are necessary to discuss sensitive issues. The decision to adjourn into executive session, and participation therein, will be determined by motion and vote of the Executive Board. During executive sessions, no votes, minutes, or recordings will occur.
 2. Management Committee. General management of the RGV TAG Center is vested in a Management Committee, which is subordinate to the Executive Board. Each constituent agency shall appoint a senior manager from their respective staff to serve on the committee. Each member of the committee has an equal vote on all matters before the committee. The committee has the authority to take any action with respect to the RGV TAG Center that is not inconsistent with this agreement, applicable law, and/or a decision of the Executive Board. All decisions of the committee are subject to discretionary review by the Executive Board.
 3. Supervisors Working Group. A Supervisors Working Group shall be comprised of the first and second-line supervisors of each participating agency. The purpose of this working group is to provide an established forum wherein issues

related to the interaction of the participating agencies can be addressed on an informal basis. The Supervisors Working Group shall not be considered a governing body under this agreement, and shall not have authority to make a binding decision on behalf of the RGV TAG Center.

4. Other informal working groups. To facilitate a productive and organized working environment, the Executive Board may choose to form other informal working groups to discuss issues of common interest. No informal working group shall have authority to making a binding decision on behalf of the RGV TAG Center.
- D. Administrator. Subject to availability of funding, the RGV TAG Center shall have an Administrator. The Administrator shall be responsible for overseeing the day to day functions of the RGV TAG Center, including facilities, equipment, and security. The Administrator shall also oversee all reporting in connection with any grant awards and shall perform any other duties assigned to it by the Executive Board. The Administrator shall not direct or have any command authority over any of the participating agencies. The Executive Board shall select or approve the selection of the Administrator. The Executive Board shall also oversee the Administrator's performance.
- E. Participating agency personnel. Each participating agency shall be entitled to have employees or contractors from its respective staff working at the RGV TAG Center in such numbers as are approved by the Executive Board. Individuals working at the RGV TAG Center remain as employees of their respective participating agencies, and are subject to their participating agencies' exclusive control.

V. Commitments of the Participating Agencies

Each Constituent Agency commits to further the mission of the RGV TAG Center by acting with a general spirit of cooperation and collaboration with the other participating agencies on matters related to the RGV TAG Center, and specifically by:

- A. Identifying and pursuing opportunities to improve the sharing of information in its possession that is related to the mission of the RGV TAG Center with other participating agencies;
- B. Identifying and pursuing opportunities to collaborate with other participating agencies on the gathering, analyzing, and reporting of intelligence related to the criminal organizations operating in or affecting the region;
- C. Identifying and pursuing opportunities to coordinate with other participating agencies on the prioritization, planning, execution, and review of investigations and operational activities related to the mission of the RGV TAG Center, with the goal of maximizing the disruption of activities that pose a danger to the public, ensuring the successful prosecution of those committing criminal offenses, and increasing intelligence on

criminal organizations operating in or affecting the region.

VI. Activities

Notwithstanding any coordination or cooperation that may occur between the Constituent Agencies, any activity related to the mission of the RGV TAG Center that is conducted by any participating agency, including any individual working at the RGV TAG Center, is performed exclusively pursuant to the respective Constituent Agency's independent authorities (including any separate agreements for creation of joint task forces or similar multi-agency operational units). This agreement does not transfer or bestow any legal authorities to any individual or entity, provide for the deputization of any individual or entity, or establish any unified or shared chain of command. Nothing in this agreement authorizes any participating agency, or any group of participating agencies, to require any other participating agency to undertake any operational, investigatory, or intelligence related activity. Nothing in this agreement should be construed as precluding any participating agency from creating task forces or similar multi-agency operational units through separate agreement.

VII. Information Management

- A. Further dissemination of information. Unless otherwise provided for by law or separate agreement, any information shared at or in connection with the RGV TAG Center by any of the participating agencies may not be further disseminated without the express written consent of the Constituent Agency from which the information originated.
- B. Information requests. Each Constituent Agency remains individually responsible for processing any external requests for information related to the RGV TAG Center that is directed to it -- whether such request is pursuant to federal or state open records or freedom of information laws, discovery in the context of legal proceedings, or otherwise. To the extent such requests encompass information that originated from another participating agency, the participating agency processing the request shall consult with the participating agency from which the information originated prior to releasing the information. The Administrator shall be notified of all information requests related to the RGV TAG Center that are received by any participating agency.
- C. Media Communications. The Executive Board may designate one of the participating agencies or a specific individual to serve as the primary media point of contact for the RGV TAG Center. Such designations may be made on a case by case basis to correspond to specific activities. Any statements or releases of information to the media or responses to media inquiries on behalf of the RGV TAG Center shall be made exclusively by the board-designated point of contact. However, each participating agency may independently make a statement or release of information to the media or respond to media inquiries with respect to any activities of the respective agency that relate to the RGV TAG Center. The RGV TAG Center designated point of contact or Administrator will be advised when such release is to be made by any participating agency.

VIII. Facilities, Equipment, and Supplies

- A. Use and Control. The Executive Board may specify terms or conditions regarding the use and disposition of any facilities, equipment, or supplies that are provided for common use by the participating agencies at the RGV TAG Center, subject, however, to any existing legal rights regarding the ownership or control of any such facilities, equipment, or supplies. Nothing in this agreement authorizes any participating agency to exercise any control over the property of another participating agency without consent solely because the property is located in the RGV TAG Center.
- B. Security of the RGV TAG facility. Due to the sensitive law enforcement work that is to be performed at the RGV TAG Center, dissemination by the participating agencies (including any employee or contractor thereof) of details regarding the RGV TAG Center that could compromise the security of law enforcement personnel or law enforcement activity, including dissemination of the RGV TAG Center's location, security features, and technological capabilities, should be limited to those individuals with a mission-related need to know. No participating agency may allow the physical presence of any arrestees, suspects, informants, witnesses, or victims at the RGV TAG Center. The Executive Board shall establish procedures for admitting guests to any common areas of the RGV TAG Center.

IX. Funding

- A. RGV TAG Center. Funding for the RGV TAG Center is to be provided through grants, initially by the Office of the Governor's Criminal Justice Division Texas Anti-Gang grant program. Except as otherwise provided in this agreement, no Constituent Agency is obligated to provide funding in support of the RGV TAG Center.
- B. Personnel, Activities, and Basic equipment. Individuals working at the RGV TAG Center remain as employees or contractors of each Constituent Agency, and, as such, the sending agency retains full responsibility for providing any compensation and benefits owed to its personnel for work performed in connection with the RGV TAG Center. Each participating agency shall bear its own costs in performing any activity related to the RGV TAG Center and will not seek reimbursement from any other participating agency. Each participating agency remains responsible for providing at its own cost any basic equipment or supplies to its personnel working at the RGV TAG Center that are necessary for those individuals to perform their duties, to the extent such equipment or supplies are not otherwise provided.
- C. Enhanced Security or Special Equipment. To the extent any Constituent Agency requires its allotted physical space at the RGV TAG Center to be enhanced with additional security features or requires any special equipment or supplies beyond

that which is provided to all participating agencies, such enhancements or additional materials shall be provided at the sole cost of the participating agency requiring it.

- D. Compliance with Funding Terms. To the extent any rules or conditions applicable to an award of funds that are used to fund the RGV TAG Center prohibit a governing body from acting directly on any matter, any such action may be performed on behalf of that governing body by the participating agency that is the recipient of the funding award upon approval of the Executive Board pursuant to the terms of this agreement. Nothing in this paragraph, however, should be construed as prohibiting a participating agency that is the recipient of a funding award from performing any action that is required pursuant to the rules or conditions applicable to that award, even in the absence of approval from the Executive Board.

X. Liability and Indemnification

Each Constituent Agency is responsible for its own actions that are performed in connection with the RGV TAG Center, including that of its personnel. Any liability arising solely from the actions of a Constituent Agency or subgroup of Constituent Agencies shall be borne solely by the Constituent Agency or agencies that performed the action creating the liability.

Any individual requesting indemnification for activity performed in connection with the RGV TAG Center may seek such indemnification only from the Constituent Agency for which that individual is an employee or contractor, pursuant to that agency's policies and procedures, as well as applicable law and regulations.

XI. Lead Organization

Any actions that must be performed on behalf of the RGV TAG Center that are not clearly the responsibility of any individual participating agency and/or cannot be performed by the Administrator shall be, unless otherwise provided by the Executive Board, the responsibility of the McAllen Police Department, as the initial grant recipient.

XII. Effective Date

This agreement shall take effect upon execution by all Constituent Agencies. This agreement may be executed in multiple counterparts and by facsimile transmission or in portable document format ("PDF").

XIII. Amendments and Termination

Any amendments to this agreement must be in writing and signed by all Constituent Agencies. This agreement shall remain in effect until terminated in accordance with Section XV of this agreement.

XIV. Addition to and Withdrawal from the RGV TAG Center

- A. Additions. Additional agencies may be invited to become Constituent Agencies of the RGV TAG Center with the unanimous approval of the Executive Board. Any additions to the list of Constituent Agencies provided herein may occur by written addendum to this agreement signed by all Constituent Agencies then existing and the joining agency, rather than through amendment to this agreement. In the event any additional agency agrees to be a participating agency of the RGV TAG Center, the joining agency shall be considered a participating agency for purposes of this agreement, any reference to participating agency in this agreement shall be construed as including the joining agency, and any policies or procedures previously adopted and applicable to all participating agencies shall be equally applicable to the joining agency.

- B. Withdrawal. Any of the Constituent Agencies may withdraw from the RGV TAG Center upon thirty (30) days written notice to the Executive Board. Upon the effective date of the withdrawal, the withdrawing agency shall no longer be considered a Constituent Agency for purposes of this agreement, and any reference to participating agency in this agreement shall be construed as not including the withdrawn agency. Any withdrawing agency also shall return or surrender to the RGV TAG Center any RGV TAG Center-provided equipment or supplies upon the effective date of the withdrawal.

XV. Duration of the RGV TAG Center

The RGV TAG Center shall continue in effect until dissolved by any of the following actions:

- A. Written agreement signed by all Constituent Agencies;
- B. Operation of law; or
- C. The passage of three (3) years' time following the effective date of this agreement, unless the Constituent Agencies extend the duration of the RGV TAG Center, which may occur by a written addendum to this agreement signed by all Constituent Agencies.

* * *

EXECUTED this _____ day of _____ 2016,

McAllen Police Department

BY: _____
Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2016,

Texas Department of Public Safety, Region 3,

BY: _____
Signature



Printed Name

Title

EXECUTED this _____ day of _____, 2016,

Hidalgo County Sheriff's Office

BY: _____
Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2016,

Edinburg Police Department

BY: _____
Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2016,

Mission Police Department

BY: _____
Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2016,

Pharr Police Department

BY: _____
Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2016,

San Juan Police Department

BY: _____
Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2016,

US DOJ FBI – McAllen, Texas

BY: _____
Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2016,

United States Border Patrol

BY: _____
Signature

Printed Name

Title

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Authorizing the City Manager to Enter Into a Memorandum of Understanding Between the City of Edinburg and AVANCE for the Purpose of a Fathers in Action/Padres Activos Program Beginning September 2016 and Ending July 2017. [Leticia S. Leija, Director of Library & Cultural Arts]

STAFF COMMENTS AND RECOMMENDATION:

AVANCE is a national nonprofit that provides innovative family education and support services. Specifically dedicated to serving low income families, AVANCE strives to empower families to break the cycle of poverty through a family engagement approach that combines early childhood development and parenting education.

AVANCE's Fathers in Action/Padres Activos program, is a free program for dads with young children, to help them understand their child's needs while enhancing their own parenting and job skills. The program is designed to "equip fathers to better understand their child's needs allowing him to better arm his children with the tools for academic and personal success." The services are available to all eligible persons through AVANCE and the United States Department of Health and Human Services, Administration for Children and Families, Grant.

No financial commitment is required. However, the Library would provide the use of a room at the Dustin M. Sekula Memorial Library, as well as the Internet access. The Library staff will also assist with the promotion of the program, the recruitment of participants as well as will provide children's educational programs to attending children.

RECOMMENDATION:

Approve Authorizing the City Manager to Enter Into a Memorandum of Understanding Between the City of Edinburg and AVANCE for the Purpose of Establishing a Fathers in Action/Padres Activos Program Beginning September 2016 and Ending July 2017.

REVIEWED BY:

PREPARED BY:

Â Sylvia Gallardo,
Administrative Specialist

Â

/s/Richard M.
HinojosaÂ

Richard M. Hinojosa
City Manager

Â /s/ Ricardo Palacios by CP

Ricardo Palacios
CityAttorney

Â /s/Leticia S. Leija

Leticia Leija
Director of
Library/Cultural Arts

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



Unlocking America's Potential

AVANCE, Inc. & the City of Edinburg

811 E. Bowie Avenue • Alamo, Texas 78516 • (956) 354-2130 Fax (956) 223-2556

2016-2017

Memorandum of Understanding (MOU)

This Memorandum of Understanding is entered by **AVANCE, Inc.** and **the City of Edinburg**. All services will be provided free of charge to participants and child care partners.

The purpose of this agreement is to establish a working and collaborative relationship between the parties in order to plan services appropriate for each agency or program participants. It is the objective of **AVANCE, Inc.** to collaborate with partners in our community, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

AVANCE's approach is grounded in the evidence of early childhood learning and has been highlighted as a leading two-generation model by the National Head Start Association (NHSA) and Ascend at the Aspen Institute. AVANCE provides services to youth, 0-5 years of age, and their families. AVANCE's mission statement: *Unlocking America's Potential* by strengthening families in at-risk communities through effective parent education and support programs. The goals of AVANCE's Fathers In Action/Padres Activos program are to increase healthy father-child involvement and bond (connectedness), establish and maintain healthy co-parenting relationships, and strengthen the development of "self" as "father" among residential and non-residential fathers of children 0-5 years.

The Dustin Michael Sekula Memorial Library (DMSML) is a non-profit organization that provides a wide array of educational programs as well as work readiness training such as interview and resume writing skills. As a key partner, DMSML is fully committed to the success of this project which will directly benefit the community we serve in Hidalgo County. Leticia Leija who is the Library and Cultural Arts Director will be the person responsible for ensuring that DMSML's entire leadership and staff are fully committed to the success of the program. DMSML is a department within the City of Edinburg.

The City of Edinburg agrees to the following:

1. Support the goals and objectives of AVANCE's Fathers In Action/Padres Activos program.
2. Promote and refer clients to the Fathers In Action/Padres Activos program.
3. Provide services to program participants on a referral basis.
4. Participate and assist in program-related services, activities, and events.
5. Report on The City of Edinburg Dustin Sekula Memorial Library activities – including referrals and services provided to Fathers In Action/Padres Activos participants.
6. Have regular communication with the AVANCE Program Coordinator (verbal, written, and/or in person).



Unlocking America's Potential

AVANCE, Inc. agrees to the following:

1. Assist with the identification and recruitment of participants who are interested in strengthening their skills in the area of fatherhood, healthy relationships, and job readiness/career advancement.
2. Determine participant's skills, work preferences, and individual needs through screening and assessment.
3. Track their participation.
4. Participate in scheduled meetings, training, and/or conferences to ensure well-coordinated and effective delivery of program services.
5. Provide a case worker to help eliminate participant barriers that can interfere with accessing Workforce services and/or securing employment.
6. Have regular communication with the Library and Cultural Arts Director (verbal, written, and/or in person).
7. Invite the City of Edinburg Dustin Sekula Memorial Library to present to AVANCE families and child care partners regarding their services during socialization, family workshops, orientation, graduation, and/or staff meetings.
8. Promote the involvement of The City of Edinburg Dustin Sekula Memorial Library with Fathers In Action Program.

The undersigned parties agree that they will exchange reports describing services rendered between agencies and programs on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

This MOU is effective when it is fully executed and will remain in effect until September 29, 2017, at which time it will expire unless renewed.

This MOU may be amended or modified in writing by either party, or terminated by either party, in writing, with at least 30 day notice before the termination.

This *non-financial* agreement becomes effective immediately and will remain in effect until terminated by either party, upon a 30 day written notice. This agreement will be renewed automatically on an annual basis on the original date of the agreement.

It is the policy of **AVANCE, Inc.** to maintain the children, families, and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All program records, data, or information related to individual children, families, and staff will be treated as **confidential**. Release of information will take place only with participant's prior written consent and approval.



Unlocking America's Potential

AVANCE, Inc.

Name: James Keller _____

Title: Regional Director _____

Signature: James Keller _____

Date: 6/29/16 _____

The City of Edinburg

Name: _____

Title: _____

Signature: _____

Date: _____



Unlocking America's Potential



AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Authorizing the City Manager to Execute Agreement Between the Rio Grande Valley Prospects (Organization) and City of Edinburg for the Use of the Baseball/Softball Fields Located at Memorial, Bicentennial, Jaycee and Municipal Parks. [Joe Filoteo, Director of Parks and Recreation]

STAFF COMMENTS AND RECOMMENDATION:

Staff recommends approval of agreement between the City of Edinburg and Rio Grande Valley Prospects for the usage of baseball/softball fields located at Memorial, Bicentennial, Jaycee and Municipal Park for its Baseball/Softball Program. The attached Agreement outlines The City of Edinburg's responsibilities for each entity regarding the terms and conditions for the duration of Little League Program.

The Agreement term will begin September 7, 2016, and end on July 31, 2017.

A non-profit fee of \$15 (with lights) and \$10.00 (without lights) per hour, per field, per day shall be paid by RGVP to the City when facilities are used for tournaments, evaluation camps and clinics. Subject to the City's use of such facilities, RGVP shall have first right usage to the facilities.

During the months of March, 2017 through May, 2017 the Organization shall host Spring Open League. In exchange for the use of the City's facilities, the Organization shall pay the City the total amount of all registration fees collected.

Rio Grande Valley Prospects proposal was approved and recommended by the Parks & Recreation Advisory Board at the August 10, 2016 Board Meeting.

RECOMMENDATION:

Approve Authorizing the City Manager to Execute Agreement Between the Rio Grande Valley Prospects (Organization) and City of Edinburg for the Use of the Baseball/Softball Fields Located at Memorial, Bicentennial, Jaycee and Municipal Parks with Organization Meeting All Responsibilities Outlined in the Agreement.

REVIEWED BY:

PREPARED BY:

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

Â Â /s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

Â /s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

Â /s/Joe Filoteo
Joe Filoteo
Director of Parks and Recreation

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R. Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

STATE OF TEXAS §
COUTNY OF HIDALGO §

**AGREEMENT BETWEEN RIO GRANDE VALLEY PROSPECTS
AND THE CITY OF EDINBURG**

Be it remembered on this date the Rio Grande Valley Prospects, a Texas corporation (hereinafter referred to as “RGVP”) and the City of Edinburg, a homerule municipal corporation in Hidalgo County, Texas, (hereinafter referred to as “City”), have agreed to provide a baseball/softball program for the youths ages 4 to 18, in accordance with rules and regulations established by the Rio Grande Valley Prospects, subject to the following terms and conditions:

I. TERMS

1. This Agreement shall commence on September 7, 2016, and end on July 31, 2017, subject to earlier termination, as provided herein.
2. The RGVP will have use of the baseball/softball fields located at Municipal, Memorial, Bicentennial, and Jaycee Parks (hereinafter referred to as “facilities”) beginning September 7, 2016 and ending July 31, 2017 for baseball/softball league games, practices, tournaments, evaluation camps and clinics. In consideration for RGVP’s use of the facilities during this period, the fees are as follows: (1) \$10 per hour, per field, per day shall be paid by RGVP to the City when facilities are used without lights for tournaments, evaluation camps and clinics; or \$15 per hour, per field, per day shall be paid by RGVP to the City when facilities are used with lights for tournaments, evaluation camps and clinics. Subject to the City’s use of such facilities, RGVP shall have first right usage to the facilities.
3. The RGVP shall host Spring Open League beginning March 1, 2017 and ending May 31, 2017. During this period and subject to the City’s use of such facilities, RGVP will have access to the facilities. In consideration for RGVP’s use of the facilities for the Spring Open League during this period, RGVP shall pay to the City one hundred percent (100%) of the registration fees for all participants. Umpire fees, award expenses and other expenses will be incurred solely by RGVP. Participant registration fees for the Spring Open League will be set by the City of Edinburg Parks & Recreation Department.
4. All fees shall be paid to the City Parks and Recreation Department within three (3) business days after the registration deadline per event. This will help the RGVP concentrate on recruiting teams and athletes to participate.

During the term of this Agreement and prior to permitting the use of the facilities subject to this Agreement for any other tournament, evaluation camps and clinic by any other organization, the City shall provide RGVP with a 15-day notice prior to any such use to allow the City and RGVP to

determine whether such use will interfere with RGVP's use of the facilities. No organization will be allowed to conduct similar events as RGVP, unless agreed upon in writing by both the City and RGVP.

5. Any additional uses of the baseball/softball fields by RGVP shall be considered on a per-request basis by the Administrative Specialist, Parks Operation Manager, Recreation Manager and Director of Parks & Recreation.
6. In addition to any other termination clause in this Agreement, either party to this Agreement shall have the right to terminate this agreement at any time, and for any reason after thirty (30) days' written notice and any payment requested shall be made on fees due as provided for in this Agreement.
7. City is not obligated to contribute any monetary donations to RGVP.
8. City, in accordance with the City's Rules and Regulations, City Ordinances and the laws of the State of Texas, may ultimately determine who has access to the facilities described in this Agreement.

II. RESPONSIBILITIES OF CITY

1. Notwithstanding the provisions of Section I, City will make accessible to RGVP when available the facilities to conduct youth baseball/softball league games, practices, tournaments, evaluation camps and clinics.
2. During the period of March 1, 2017 through May 31, 2017, the City may revoke its permission for RGVP to use the City's facilities at any time or under any circumstance that the City may deem necessary due to planned or unanticipated events or leagues, such as, Fiesta Edinburg, Annual Easter Egg Hunt, City's Soccer or Flag Football Leagues and any other special events hosted by the City of Edinburg.
3. City will maintain the baseball/softball fields, including mowing, plumbing, structural, and electrical, gas and irrigation systems and the scoreboards. Maintenance scheduling will be determined by City upon receipt of written practice and league games schedules as supplied by RGVP. Maintenance is not inclusive of damages caused by RGVP.
4. City shall have the right to decide when the baseball/softball fields are unplayable due to current or anticipated weather conditions. City will coordinate the postponing or canceling of games with RGVP. City's cancellation shall be done three (3) hours prior to the first scheduled event of that day if fields are questionable. If cancellation of an event due to weather conditions is not made by the City within the three hour notification requirement, RGVP, umpire or referee's judgment will prevail.
5. City will provide staff to open and close facilities according to RGVP's schedules as submitted and approved by the City.
6. City undertakes no responsibility to obtain sponsors for RGVP's activities.

7. Pursuant to City Ordinance, concession stand one-time marking of batter's box foul line, and bases, scoreboard, and clean-up is included in the fees.

III. RESPONSIBILITIES OF RGVP

1. RGVP shall provide a written schedule of all practices and regular season games to the City at least three (3) weeks prior to start of such practices and games.
2. RGVP shall provide a written schedule of all all-star games and practices to the City five (5) days prior to start such games and practices.
3. RGVP shall provide a written schedule of all make up, tie breaker or playoff games to the City five (5) days prior to start of such games.
4. RGVP shall report any repairs needed or potential hazards related to the City's facilities to the Parks & Recreation Department immediately.
5. RGVP is responsible for expenses for any out of town games, play-offs, or tournaments.
6. RGVP shall endeavor and assist City in providing a safe and clean complex for participants and spectators.
7. RGVP shall not permit automobiles or other vehicles to park in any area other than areas designated for such purpose by City.
8. RGVP is responsible for ensuring that there is qualified adult supervision at all games, practices, and/or events hosted by RGVP at no cost to the City. All qualified adult supervisors shall be certified by the American Red Cross in First Aid.
9. RGVP assumes all liability during practice, games, or any other related event hosted by RGVP pursuant to this Agreement at any of the City's facilities.
10. RGVP will file with the Parks & Recreation Department any Organization by-laws, organization structure, financial income tax/return reports, certificate of nonprofit corporation, evidence of liability insurance and medical insurance prior to execution of this Agreement. RGVP's failure to comply shall be cause for termination of the Agreement. RGVP shall pay fees for use of any city-owned athletic fields, if not in compliance.
11. RGVP shall show proof of General Liability Insurance in an amount not less than \$1,000,000 and \$2,000,000 in the aggregate, and \$100,000 Property Damage.

IV. MISCELLANEOUS TERMS

1. An Edinburg Parks & Recreation Department staff member may attend RGVP Board meetings to insure proper communication lines are open. At the RGVP's discretion, a Parks and Recreation Board Member may serve as an ex-officio liaison in RGVP's organization.
2. Prior to the first league game, the City's Parks and Recreation Department and RGVP shall require all youth volunteer coaches and assistant coaches to be certified by NYSCA, or by an established certified program, which in the opinion of the City Manager, Director of Parks and Recreation and RGVP, is in the best interest of the events hosted by RGVP.

V. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

RGVP hereby agrees to indemnify, hold harmless, and defend City, its agents, employees, and officers from and against any claim, loss, damage, liability, and expenses, including reasonable attorney's fees, incurred or suffered by the City, by reason of any and all claims, demands, or causes of actions asserted or that may be asserted, against the City, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, involving, arising out of, or in any manner relating to this Agreement related to the RGVP's, its agents, employees, and officers, intentional or negligent acts or omissions.

VI. SEVERABILITY

If any term or provisions of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

VII. ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

VIII. NOTICE

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set for the below or when mailed to the last address provided in writing to the other party by the addressee.

IX. SUCCESSORS AND ASSIGNS

City and Rio Grande Valley Prospects each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Rio Grande Valley Prospects shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

IN WITNESS WHEREOF, the Rio Grande Valley Prospects and the City of Edinburg have executed three (3) original Agreements on this 7th day of September, 2016.

CITY OF EDINBURG:

BY: _____
Richard Hinojosa, City Manager
415 W. University
P.O. Box 1079
Edinburg, TX 78540
Phone: (956) 388-8207

Fax: (956) 383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:
Palacios, Garza & Thompson, P.C.
Attorneys at Law

BY: _____
City Attorney

RIO GRANDE VALLEY PROSPECTS:

BY: _____
Jose Campos,
Rio Grande Valley Prospects
1811 Ariel Lane
Edinburg, TX 78539
Phone: (361) 455-3890

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Authorizing the City Manager to Execute an Inter-local Agreement Between the City of Edinburg and Hidalgo County Concerning Certain Improvements to State Highway 107 (University Dr.) and US Business 281 (Closner Blvd.) Intersection. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

City staff is recommending City Manager to Execute an Inter-local Agreement between the City of Edinburg and Hidalgo County for Improvements to the intersection of State Highway 107 (University Dr.) and US Business 281 (Closner Blvd.) which consist of Roadway and drainage improvements for the Hidalgo County Court House Project. The County will proceed to complete the Public Involvement, Schematic, Hydrologic Studies, Environmental Assessment, Traffic Circulation Study Updates, Surveying, Geotechnical, Construction Material Testing, Right-ofWay Acquisition Services, PS&E Design, Construction Management Services for the Roadway and Drainage Improvements associated with the BUS281/SH107 Intersection Project. The total project development cost will be the responsibility of the County.

RECOMMENDATION:

Approve Authorizing the City Manager to Execute an Inter-local Agreement Between the City of Edinburg and Hidalgo County Concerning Certain Improvements to State Highway 107 (University Dr.) and US Business 281 (Closner Blvd.) Intersection.

REVIEWED BY:

PREPARED BY:

Â Tomas D. Reyna,
Assistant Director of
Public Works

Â /s/ Ricardo Palacios by CP

Ricardo Palacios
CityAttorney

/s/Ascencion Alonzo

Ascencion Alonzo
Director of Finance

Â /s/Richard M.
Hinojosa

Richard M. Hinojosa
City Manager

/s/Marissa Garza

Marissa Garza, Director of Community
Development/Grants Management

Â /s/ Ponciano N.
Longoria, P.E., CFM

Ponciano N. Longoria
PE, CFM
Director of Public
Works

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



Address: 1051 N. Doolittle Rd
Edinburg, TX 78542
Phone: 956-383-3112
Fax: 956-381-5905

Transmittal Letter

To: City Manager's Office Attention: Dora
From: Hidalgo County Precinct 4 Lulu Lucio
Re: ILA SH 107 & Business 281
Cc:
Date: August 8, 2016
Pages: 7

Urgent For review Please comment Please reply Please recycle

Signature: _____

confidential

RECEIVED

AUG 8 8 2016

CITY OF EDINBURG
CITY MANAGER'S OFFICE

Page 693

*Juler
X4026*

AI-55403
CC - REGULAR

VBRS.

Precinct #4 19. A.

gmb

Meeting Date: 07/19/2016

Submitted For: Joseph Palacios, COMM. PCT. #4

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

1. Discussion, consideration and action on Interlocal Cooperation Agreement between County of Hidalgo and City of Edinburg, Texas concerning certain improvements to SH 107 & Business 281 Intersection Improvements
2. In accordance with Texas Government Code, Section 791.014, approval of proposed project regarding certain road and drainage improvements to SH 107 & Business 281

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016

ACCT. #: 6-1350-419-40-125-035-0-XXX

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

BUDGETARY IMPACT:

Funds available as needed, pending appropriation of CO2016 Bond Proceeds (AI-55346)

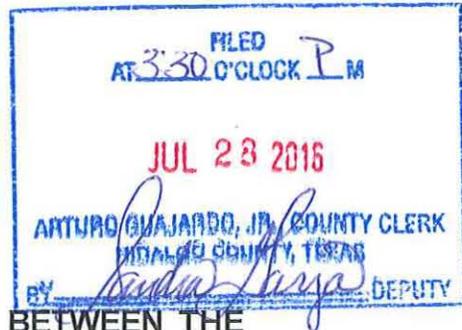
Attachments

legal

agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/14/2016 01:17 PM
Merlen P. Munoz	Merlen P. Munoz	07/15/2016 10:49 AM
Final Approval	Monica Badillo	07/15/2016 05:39 PM
Form Started By: Monica Badillo		Started On: 07/14/2016 11:05 AM
Final Approval Date: 07/15/2016		



STATE OF TEXAS §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTY OF HIDALGO AND CITY OF EDINBURG, TEXAS
CONCERNING CERTAIN IMPROVEMENTS TO
SH 107 & BUSINESS 281 INTERSECTION IMPROVEMENTS**

This agreement is made on this the 19th day of July, 2016 by and between the City of Edinburg, Texas, hereinafter referred to as the "City" and the County of Hidalgo, Texas hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, the County is a County in the State of Texas; and

WHEREAS, portions of both SH 107 & Business 281 lie within the jurisdiction of the City of Edinburg and are a vital North-South and East-West roadway within the County that are an interconnecting link to the County roadway system and are in need of improvements (the "Roads");

WHEREAS, the City and County desire to cooperate in making needed roadway and drainage improvements to SH 107 & Business 281;

WHEREAS, the County will proceed to complete the Public Involvement, Schematic, Hydrologic Studies, Environmental Assessment, Traffic Circulation Study Updates, Surveying, Geotechnical, Construction Material Testing, Right-of-Way Acquisition Services, PS&E Design, Construction Management Services for the Roadway and Drainage Improvements associated with the BUS281/SH107 Intersection Project (the "Project");

WHEREAS, the City and County will cooperatively seek to fund the Construction and Right-of-Way costs of this Project through the Hidalgo County Metropolitan Planning Organization (HCMPO) and TxDOT;

WHEREAS, the total project development cost will be the responsibility of the County;

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City agrees the County will be the fiduciary agent and assume the role of project development lead for all phases of project development within the City limits of the City.

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. The County agrees at County sole cost and expenses to complete the project development activities included but not limited to the Public Involvement, Schematic, Hydrologic Studies, Environmental Assessment, Traffic Circulation Study Updates, Surveying, Geotechnical, Construction Material Testing, Right-of-Way Acquisition Services, PS&E Design, Construction Management Services for the Project.
2. The Roads at various points passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.
3. The City consents to the County performing such work within the City to complete all project development activities within the City limits and ETJ of the City.
4. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate jurisdiction.
5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
6. County may terminate this Agreement with or without cause upon thirty (30) days written notice to City.
7. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
8. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. Entire Agreement: This Agreement contains the entire agreement between the parties hereto and each party acknowledges that neither has made any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County, and not otherwise.
10. TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
11. Notice: Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Edinburg
Attention: Hon. Richard Garcia
415 W. University Drive
Edinburg, Texas 78541

With copy to: City of Edinburg
Attention: Chris Palacios, City Attorney
415 W. University Drive
Edinburg, Texas 78541

If to County: Hidalgo County, Texas
Attention: Hon. Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78539

With copy to: Hon. Joseph Palacios, Commissioner Pct. #4
1051 N. Doolittle Road
Edinburg, Texas 78539

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

11. Additional Documents: The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or

may become necessary or convenient to effectuate and carry out the terms of this agreement.

12. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.
13. Assignment: This Agreement shall not be assignable.
14. Headings. The headings and captions contained in this Agreement are solely for the convenience and reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
15. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
16. Authority to Execute. The execution and performance of this Agreement by the City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and County in accordance with its terms.
17. Governmental Purpose. Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
18. Commitment or Current Revenues Only. In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

COUNTY OF HIDALGO

By: Ramon Garcia
Hon. Ramon Garcia, County Judge

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

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



CITY OF EDINBURG

By: _____
Hon. Richard Garcia, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP.

By: _____
Stephen L. Crain

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

FILED
AT 3:30 O'CLOCK P.M.

JUL 28 2016
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY: *Arturo Guajardo* DEPUTY

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road and drainage improvements to SH 107 & Business 281, a section which is in part within the city limits of Edinburg and in part within the County's jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Edinburg, Texas, and Hidalgo County.

By vote on July 19, 2016, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo, Jr., County Clerk

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

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, LLP.



By: _____
Stephen L. Crain

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider a Lease Agreement Between the City of Edinburg and Educate South Texas of McAllen, LTD D/B/A Sylvan Learning Center for Lease of Building Space in the Sports & Wellness Center and Authorize the City Manager to Execute Same. [Sonia Marroquin, Assistant City Manager]

STAFF COMMENTS AND RECOMMENDATION:

On May 5, 2015 City Council approved leasing the computer lab space in the Sports and Wellness Center to Educate South Texas of McAllen, LTD d/b/a Sylvan Learning Center to provide tutoring for students as well as a learning lab.

Due to a change in ownership in August 2016, Educate South Texas of McAllen, LTD d/b/a Sylvan Learning Center is requesting to continue operating at the Sports and Wellness Center Computer Lab for a term of four (4) months beginning September 1, 2016 thru December 31, 2016 at the existing monthly rent of \$450.00 per month.

The four month term is requested in order to allow time to transition to 10 learning sites within the Edinburg Consolidated Independent School District as a result of being awarded a 21st Century Grant as well as open a retail site within the City of Edinburg.

The hours of operation during the months of September, October, November, and December will be from Monday thru Thursday from 3:30pm – 8:30pm and Saturday from 8:30am – 5:30pm.

RECOMMENDATION:

Approve Lease Agreement Between the City of Edinburg and Educate South Texas of McAllen, LTD D/B/A Sylvan Learning Center for Lease of Building Space in the Sports & Wellness Center and Authorize the City Manager to Execute Same.

REVIEWED BY:

PREPARED BY:

Cindy Gutierrez, Adm.
Assistant

Â /s/ Ricardo Palacios by CP
Ricardo Palacios
CityAttorney

Â /s/Richard M.
Hinojosa
Richard M. Hinojosa
City Manager

Â /s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

/s/Sonia Marroquin
Sonia Marroquin
Assistant City Manager

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

STATE OF TEXAS §

COUNTY OF HIDALGO §

BUILDING SPACE LEASE AGREEMENT

THIS LEASE is made between the City of Edinburg, hereafter called "Lessor," whose address for purposes of notice under this lease is P.O. Box 1079, Edinburg, Texas, Texas Fred Sandoval d/b/a SYLVAN LEARNING CENTER, hereafter called "Lessee," whose address for purposes of notice under this lease is 901 Dove Avenue, McAllen, Texas 78504.

RECITALS:

WHEREAS, the Landlord is the owner of the facility located at 315 East Palm Drive, City of Edinburg, Hidalgo County, Texas, consisting of a recreation and wellness facility (collectively, referred to as "Facility").

WHEREAS, Lessee is an entity that provides tutoring for students, utilizing a proven-effective strategy of personalized learning plans based on each student's individual needs.

WHEREAS, the Landlord and Tenant desire to enter into a Building Space Lease Agreement under which Tenant will lease the Building Space from the Landlord's Facility to provide for services to the public to include a learning lab (the "Agreement").

WHEREAS, Lessee will lease the Building Space as identified as identified in **Exhibit "A,"** upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. AGREEMENT TO LEASE: DESCRIPTION OF THE PROPERTY. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the Building Space more specifically described in **Exhibit "A"**.

2. TERMS OF LEASE. The term of this lease shall be a period commencing on September 1, 2016 and ending at midnight on December 31, 2016, unless earlier terminated according to the provisions hereof

3. RENTAL PAYMENT.

a. Lessee shall pay to Lessor as rent at the address set forth above, or at any other address that Lessor may designate, the monthly rent of \$450.00 in lawful money of the United States of America.

b. The monthly rent shall be paid in advance on the first day of each calendar month during the term of this lease and any renewal of it.

c. All payments due from Lessee to Lessor under the terms of this lease, including but not limited to monthly rental payments, shall be paid promptly when due to Lessor at the place Lessor designates in writing.

d. The first month's rent and the last month's rent shall be paid when this lease is signed.

4. TAXES. Lessor shall be responsible for all municipal, county, or state taxes assessed during the term of this lease on the leased real property. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Building Space, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

5. SECURITY DEPOSIT. Concurrent with the execution of this lease, Lessee has deposited with Lessor the sum of \$500, the receipt of which is acknowledged by Lessor. This sum shall be retained by Lessor as security for performance under the lease. If at any time Lessee defaults in any provision of this lease, Lessor will have the right to use the deposit or as much of it as may be necessary to pay any rent in default, any expense incurred by Lessor in curing any default by Lessee, or any damages incurred by Lessor by reason of Lessee's default. Lessor, however, may retain the deposit at its option in liquidation of the damages it suffers by reason of Lessee's default. If the deposit is not used for any such purpose, it shall be

refunded to Lessee on the expiration of this lease. Lessee will not be entitled to interest on the security deposit.

6. SUBORDINATION. This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased Building Space or any other encumbrances Lessor desires to place on the property.

7. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

a. To pay the rent and every installment of it when it comes due; to use the Building Space in a careful and proper manner for the express purpose of operating a tutorial and learning lab; to commit or permit no waste or damages to the Building Space; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Building Space on expiration or termination of this lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee, its successors, sublessees, and assigns (excepting movable furniture, equipment, supplies, inventory, and special air-conditioning equipment installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Building Space.

b. To provide Tenant's with access to the Building Space during the operating hours of the Landlord's Facility. Specifically, Tenant will be allowed to operate during the months of September, October, November, December, Monday thru Thursday from 3:30pm – 8:30pm and Saturday from 8:30am - 5:30pm, unless otherwise agreed upon in writing by the Landlord.

c. To clean and maintain Tenant's Building Space so that it will be kept in an attractive condition.

d. To hold the following minimum insurance coverage throughout the duration of this Agreement:

TYPE OF INSURANCE	LIMITS	
COMMERCIAL GENERAL LIABILITY PROFESSIONAL LIAB.	EACH OCCURRENCE	\$1,000,000.00
	DAMAGE TO RENTED PREMIES (EA. OCCURRENCE)	\$100,000

SEXUAL ABUSE MOLESTA. GEM/ AGGREGATE LIMIT APPLIES PER POLICY	MED. EXP. (ANY ONE PERSON)	\$5,000
	PERSONAL AND ADV INJURY	\$1,000,000
	GENERAL AGGREGATE	\$2,000,000
	PRODUCTS. COMP/OP AGG	\$1,000,000
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT (EACH ACCIDENT)	\$1,000,000
WORKERS' COMPENSATION	AMOUNTS REQUIRED BY STATUTE	

The insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas. Lessee shall deliver to Lessor annual certificates demonstrating that insurance is paid up and copies of the insurance policies issued by the insurance companies, which includes Landlord as an additional insured. Lessee further agrees to maintain at all times during the lease term, at Lessee's cost, broad-coverage fire and casualty insurance on its property (including inventory) and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Lessee shall also provide Lessor a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for the term of this lease and any renewal thereafter. If Lessee fails to furnish policies or certificates showing policies to be paid in full as provided in this lease, Lessor may obtain the insurance, and the premiums on that insurance will be deemed additional rental to be paid by Lessee to Lessor on demand or seek further remedies provided for under the default provisions of this lease.

e. To prohibit and refrain from engaging or in allowing any use of leased Building Space that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

f. To indemnify and hold harmless Lessor and the leased Building Space from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor or the leased Building Space by any person or persons for any injury to person or property or damage of whatever kind or character arising from the use or occupancy of the leased Building Space by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the Building Space; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental

body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor or the leased Building Space on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or use of the Building Space by Lessee, the agents and employees of Lessee, or any other person on the Building Space, Lessee agrees that Lessee or any other person on the Building Space will defend it, pay whatever judgments may be recovered against Lessor or against the Building Space on account of it, and pay for all attorneys' fees in connection with it, including attorneys' fees on appeal.

g. In case of damage to glass in the leased Building Space, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

h. To make no alterations in or additions or improvements to install any equipment in or maintain signs advertising its business on the Building Space without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Building Space is made necessary by reason of the special use and occupancy of the Building Space by Lessee, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Building Space at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.

i. To permit Lessor to enter, inspect, and make such repairs to the leased property as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the leased Building Space a notice, that Lessee may not remove, stating that the Building Space is for rent one month preceding the expiration of this lease.

j. To requires that all of Lessee's employees submit to pre-employment screening including, but not limited to, drug testing and criminal background checks consistent with the standards recognized by the Lessor, at Lessee's expense. Lessor reserves the right to refuse the entrance into Lessor's Facility of any current, former or newly hired employee of Lessee that does not meet the background checks standards recognized by Lessor specifically, but not limited to, standards meant to keep minors free from harm.

8. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

a. To provide Lessee with the enjoyment and peaceful possession of the Building Space during the aforesaid term.

b. At Lessor's expense, to provide electricity, water and internet services to the Building Space.

c. At Lessor's expense, to perform all maintenance and repair required to keep the plumbing, heating and air-conditioning equipment serving the Building Space in good operating condition during the term of this lease and any renewal term.

d. To regularly clean and maintain the parking areas, yards, and common areas and exterior of the building and remove all litter so that the Facility surrounding the Building Space will be kept in an attractive condition.

e. If the Building Space is destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Lessor will have the right to render the Building Space tenantable by repairs within 90 days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the Building Space, or for any other delay occasioned by conditions beyond the control of Lessor. If the Building Space is not rendered tenantable within that time, either party will have the right to terminate this lease by 30-day written notice to the other. In the event of such termination, the rent shall be paid only to the date of the damage. If the lease is not terminated, rent nevertheless shall be abated during the period of time from the date of damage to the date of physical occupancy by Lessee or date of complete restoration, whichever occurs first.

9. DEFAULT IN PAYMENT OF RENT. If any rent required by this lease is not paid when due, Lessor will have the option to:

a. Terminate this lease, resume possession of the property, and recover immediately from Lessee the difference between the rent specified in the lease and the fair rental value of the property for the remainder of the term, reduced to present worth; or

b. Resume possession and re-lease or rent the property for the remainder of the term for the account of Lessee and recover from Lessee at the end of the term or at the time each payment

of rent comes due under this lease, whichever Lessor may choose, the difference between the rent specified in the lease and the rent received on the re-leasing or renting.

10. DISPUTE RESOLUTION FOR DEFAULTS. If either Lessor or Lessee fails to perform or breaches any agreement on this lease, and this failure or breach continues for 10 days after a written notice specifying the required performance has been given to the party failing to perform, the party giving notice may institute action to resolve such matter as follow:

a. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

b. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph c. below.

c. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

11. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this lease and retake possession of the Building Space immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

12. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the leased Building

Space during the lease term, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

13. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this lease agreement or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this lease or to exercise any remedy, privilege, or option conferred by this lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this lease, or any of Lessor's rights, remedies, privileges, or options under this lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the Building Space for the remainder of the term of this lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease. Sublessee will be obligated to pay rent directly to Lessor only after Sublessor's default in payment and written demand from Lessor to Sublessee to pay rent directly to Lessor.

14. ADDRESSES FOR PAYMENTS AND NOTICES. Rent payments and notices to Lessor shall be mailed or delivered to the address set forth on the first page of this lease, unless Lessor advises Lessee differently in writing.

Notices to Lessee may be mailed or delivered to the leased Building Space, and proof of mailing or posting of those notices to the leased Building Space will be deemed the equivalent of personal service on Lessee. All notices to either party shall be sent by certified or registered mail, return receipt requested.

15. CAPTIONS. The captions and paragraphs or letters appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this lease or affect this lease in any way.

16. EMINENT DOMAIN. This lease will become void if any part of the leased Building Space or the building in which the leased Building Space is located are taken by eminent domain. Tenant has the right to receive and keep any amount of money that the agency taking the Building Space by eminent domain pays for the value of Tenant's lease, its loss of business, and for moving and relocation expenses.

17. HOLDING OVER. If Tenant remains in possession after this lease ends, the continuing tenancy will be from month to month.

18. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

19. REPRESENTATIVES BOUND HEREBY. The terms of this lease will be binding on the respective successors, representatives, and assigns of the parties.

20. COUNTERPARTS. This lease may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

21. MODIFICATION. This lease may be modified only by a written agreement signed by all the parties.

22. ENTIRE AGREEMENT. This lease sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the leased Building Space.

There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this lease by direct reference.

23. SEVERABILITY. If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease Agreement on _____ day of _____, 2016.

(remainder of page left blank intentionally)

LESSOR

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)388-8207
Fax: (956)383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:
Palacios, Garza & Thompson, P.C.

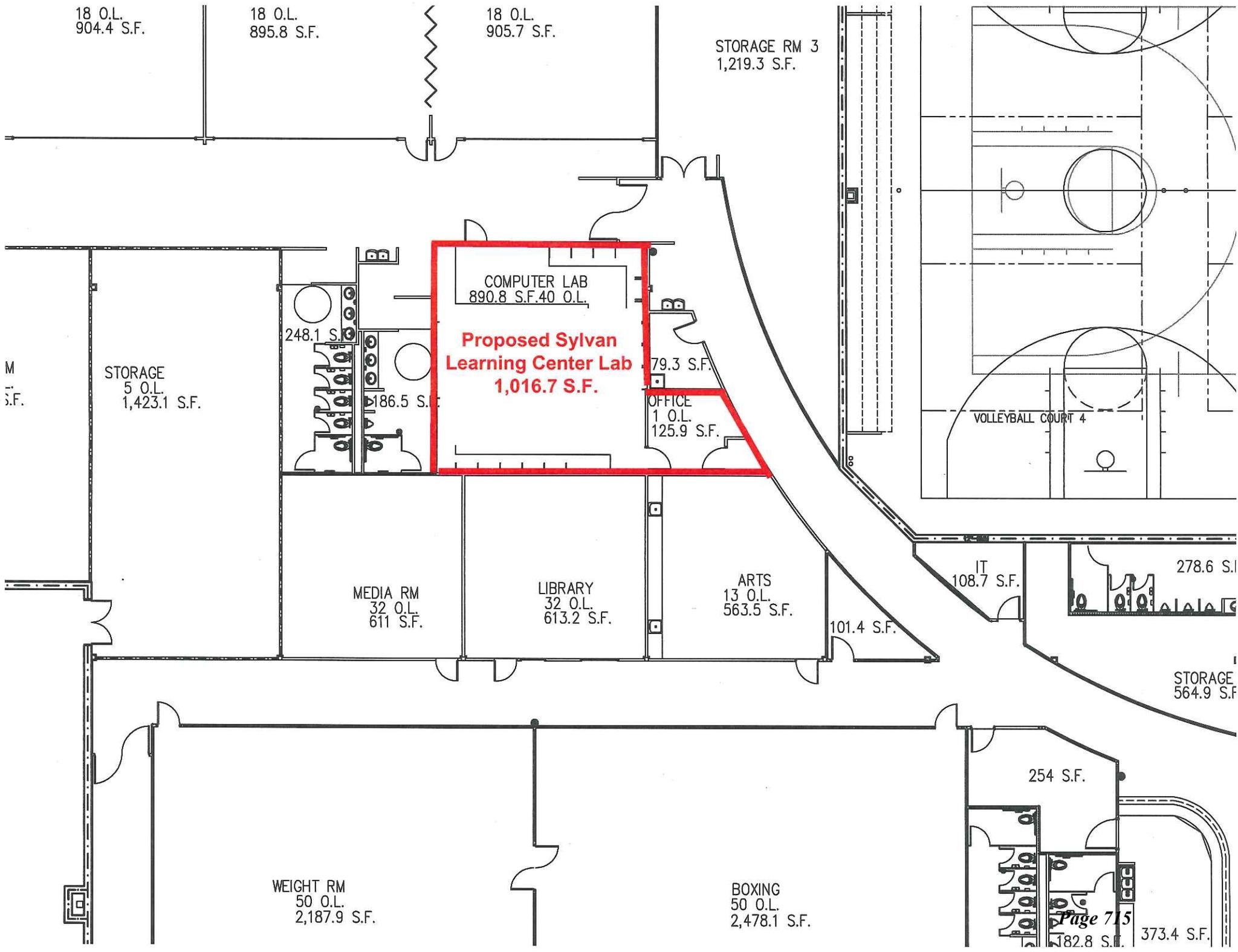
BY: _____
City Attorney

LESSEE

EDUCATE SOUTH TEXAS OF McALLEN, LTD.
d/b/a SYLVAN LEARNING CENTER

BY: _____
Fred Sandoval, Executive Director
901 Dove Avenue
McAllen, Texas 78504
Phone: (956) 682-9800
Fax: (956)682-9811

**EXHIBIT "A" TO LEASE AGREEMENT BETWEEN CITY OF
EDINBURG AND EDUCATE SOUTH TEXAS OF McALLEN, LTD D/B/A
SYLVAN LEARNING CENTER**





July 11, 2016

Richard M. Hinojosa
Edinburg City Manager
415 W. University Drive
Edinburg, TX 78540

Dear Mr. Hinojosa,

I am in receipt of your letter regarding the Educate South Texas of McAllen Ltd., DBA Sylvan Learning Center building space lease agreement at 315 East Palm Drive in Edinburg. I want to start by apologizing for not reaching out before the expiration of our agreement. It was an oversight on my part.

We've enjoyed the use of the space thus far and are currently conducting numerous summer camps in conjunction with Parks and Rec summer programming. In addition to acknowledging the issue with the expired lease, I am writing to make you aware of two developments that affect the lease renewal.

First, as was intended by this arrangement, our relationship with Edinburg CISD administrators, families and students has never been stronger. A few months ago our satisfied partners at the district allowed us to write a grant on their behalf, and we have just learned that it was awarded. We have helped the district secure \$1.8Million dollars in funding per year for 3 years and that will allow us to launch after school programming in 10 campuses starting in August. We thank you for facilitating the delivery of services to Edinburg families through this lease agreement, which made this funding opportunity viable.

Second, I wanted to notify you that our business has sold very recently and we are working through a transition plan that should be completed very soon. The new owner would like to apply for the transfer of the lease and is prepared to meet right away in order to work out terms.

Because these new developments impact the lease discussion, I ask you for the opportunity to meet in person to work through details of our renewal. In the interim, I am requesting a short term continuation of the current lease terms through August 31, 2016, which will give us time to sort out our grant launch and presence in Edinburg without disrupting the summer programs and services to enrolled families.

I look forward to meeting you soon, and can be reached at 956.457.3879 if you would like to discuss this by phone.

Thank you,

A handwritten signature in black ink that reads "Susan Valverde".

Susan Valverde
Executive Director

WAIVER

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Authorizing the City Manager to Waive Fees for the Use of the Edinburg Activity Center for the County of Hidalgo 2016 Employee Health Fair on Wednesday, October 26, 2016. [Sonia Marroquin, Assistant City Manager]

STAFF COMMENTS AND RECOMMENDATION:

The County of Hidalgo and County Judge Ramon Garcia will be hosting the 2016 Health & Wellness Fair for all county employees on Wednesday, October 26, 2016 from 7:00 am to 2:00 pm. This employee health fair will be the 2nd year that the County of Hidalgo hosts the event at the Edinburg Activity Center. The 2016 Health & Wellness Fair will be an educational and interactive event designed for different providers, agencies, and vendors to provide health awareness, health education and medical screenings to employees in conjunction with workplace wellness.

A waiver of rental fees is being requested for the use for the Edinburg Activity Center for Wednesday, October 26, 2016. The rental fee for a resident is \$700 per day.

If waiver of rental fees is approved, the City's Facility Rental Agreement will be executed and the County of Hidalgo will abide by all terms not specifically waived.

RECOMMENDATION:

Approve Authorizing the City Manager to Waive Fees for the Use of the Edinburg Activity Center for the County of Hidalgo 2016 Employee Health Fair on Wednesday, October 26, 2016. [Sonia Marroquin, Assistant City Manager]

REVIEWED BY:

PREPARED BY:

Cindy Gutierrez,
Administrative Assistant

Â

Â /s/Richard M.
Hinojosa

Richard M. Hinojosa
City Manager

Â /s/Ascencion Alonzo

Ascencion Alonzo
Director of Finance

Â /s/Sonia Marroquin

Sonia Marroquin
Assistant City Manager

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

RAMON GARCIA
County Judge

August 16, 2016

Dear City of Edinburg – Office of City Manager,

I would like to personally thank the City of Edinburg for allowing the County of Hidalgo to host our 2015 Employee Health Fair at the Edinburg Activity Center. We had an overwhelming response and we were able to provide Hidalgo County Employees with valuable health and wellness information.

I am now writing to again request the Edinburg Activity Center for our 2016 Employee Health Fair. If available, we are looking to reserve October 26, 2016 from 7am to 2pm, with move in at 6am. I am also requesting to see if the City of Edinburg is able to waive our rental fees again this year.

Please contact Jennifer Ruiz-Longoria from my office at 956-318-2600 with any questions or concerns.

Thank you, and the City of Edinburg, for your consideration.

Sincerely,

Ramon Garcia

Ramon Garcia

Hidalgo County Judge

BUDGET

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Transfers of Funds in the Fiscal Year 2015-2016 Budget Within the Following Accounts:

1. General Fund: FROM Travel, Trainings, Meetings TO Office Supplies; and Office Equipment, in the Amount of \$1,700. [Richard M. Hinojosa, City Manager]
2. General Fund: FROM Wearing Apparel; and Office Supplies TO Communications; and Motor Vehicles, in the Amount of \$1,150. [Shawn M. Snider, Fire Chief]
3. General Fund: FROM Salaries TO Special Projects, in the Amount of \$22,815. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]
4. General Fund: FROM Professional Services TO Office Equipment & Furniture; and Motor Vehicles, in the Amount of \$1,200. [Joe Filteo, Director of Parks & Recreation]
5. General Fund: FROM Promotional Supplies TO Overtime; Group Insurance; and Taxes, in the Amount of \$54,500. [Joe Filteo, Director of Parks & Recreation]
6. General Fund: FROM Office Equipment; Communications; and Travel, Training, Meetings TO Motor Vehicles, in the Amount of \$4,500. [Joe Filteo, Director of Parks & Recreation]
7. General Fund: FROM Salaries TO Salaries; Group Insurance; Disability Insurance; Taxes; and Retirement, in the Amount of \$17,700. [Ascencion Alonzo, Director of Finance]
8. Utility Fund: FROM Salaries; Longevity; Group Insurance; Disability Insurance; Taxes; Retirement; and Worker's Compensation TO Salaries; Longevity; Group Insurance; Disability Insurance; Taxes; Retirement; and Worker's Compensation, in the Amount of \$42,229. [Arturo Martinez, Director of Utilities]

STAFF COMMENTS AND RECOMMENDATION:

According to City Policy, all Transfer of Funds made from one Budget Category to another require Legislative approval, only after a written recommendation is submitted by the City Manager.

Consequently, City Council action is being requested to approve the Transfer of Funds to the appropriate account as a financial procedure. These expenditures were approved in the 2015-2016 Fiscal Year Budget.

RECOMMENDATION:

Approve the Transfers of Funds in the Fiscal Year 2015-2016 Budget, as Requested by the Department.

REVIEWED BY:

PREPARED BY:

Â /s/Richard M.
Hinojosa
Richard M. Hinojosa
City Manager

Â /s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

CITY OF EDINBURG
TRANSFER OF FUNDS REQUEST FORM
FUND NAME GENERAL
DEPARTMENT City Manager

TRANSFER FROM:

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT				
1	Travel, Trainings, and Meetings	0	1	-	5	0	2	5	-	0	4	7	7	0	-	0	0	\$1,700
2																		
3																		
4																		
5																		
6																		
7																		
Total																\$1,700		

TRANSFER TO:

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT				
1	Office Supplies	0	1	-	5	0	2	2	-	0	4	3	0	0	-	0	0	\$850
2	Office Equipment	0	1	-	5	0	2	2	-	0	4	4	0	0	-	0	0	\$850
3																		
4																		
5																		
6																		
7																		
Total																		

EXPLANATION: Transfer of funds needed to cover office supplies and equipment for City Manager and Assistant City Manager

*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUAL

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES

No

ROUTE AS NUMBERED

REQUESTED BY:

DATE:

APPROVED BY:

1. [Signature] 8/24/16
 Department Head

3. [Signature] 8/26/16
 City Manager

REVIEWED BY:

DATE ENTERED:

2. [Signature] 8/26/2016
 Director of Finance

____/____/____

(White Copy- Finance Department/Pink Copy- Department's Copy)

CITY OF EDINBURG
TRANSFER OF FUNDS REQUEST FORM
FUND NAME GENERAL
DEPARTMENT RECREATION

TRANSFER FROM:

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT				
	PROFESSIONAL SERVICES	0	1	-	5	3	3	5	-	0	4	8	0	0	-	0	0	600
	PROFESSIONAL SERVICES	0	1	-	5	3	3	5	-	0	4	8	0	0	-	0	0	600
Total																1,200		

TRANSFER TO:

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT				
	OFFICE EQUIPMENT/FURNITURE	0	1	-	5	3	3	6	-	0	4	8	7	0	-	0	0	600
	MOTOR VEHICLES	0	1	-	5	3	3	6	-	0	4	8	9	0	-	0	0	600
Total																1,200		

†Transfers needed to cover expenditures - END OF THE FISCAL YEAR 2015/2016.

*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUAL

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL YES No

ROUTE AS NUMBERED

1. Joe Felt DATE: 8/30/16 3. [Signature] DATE: 8/31/16
 Department Head City Manager

2. [Signature] DATE ENTERED: 8/31/2016
 Director of Finance

(White Copy- Finance Department/Pink Copy- Department's Copy)

CITY OF EDINBURG
TRANSFER OF FUNDS REQUEST FORM
FUND NAME GENERAL
DEPARTMENT PARKS & ROW

TRANSFER FROM:

ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
Office Equipment	0 1 - 5 3 8 4 - 0 4 5 5 0 - 0 0	700
Communications	0 1 - 5 3 8 5 - 0 4 7 5 0 - 0 0	2,800
Travel	0 1 - 5 3 8 5 - 0 4 7 7 0 - 0 0	1,000
	Total	4,500

TRANSFER TO:

ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
Motor Vehicles	0 1 - 5 3 8 3 - 0 4 4 9 0 - 0 0	700
Motor Vehicles	0 1 - 5 3 8 3 - 0 4 4 9 0 - 0 0	2,800
Motor Vehicles	0 1 - 5 3 8 4 - 0 4 5 7 0 - 0 0	1,000
	Total	4,500

Transfer needed to cover expenditures for several accounts.

*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUAL

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL YES No

ROUTE AS NUMBERED

REQUESTED BY: [Signature] DATE: 8/31/16 APPROVED BY: [Signature] 8/31/16
1. Department Head 3. City Manager

REVIEWED BY: [Signature] DATE ENTERED: / /
2. Director of Finance

(White Copy- Finance Department/Pink Copy- Department's Copy)

CITY OF EDINBURG
TRANSFER OF FUNDS REQUEST FORM
FUND NAME GENERAL
DEPARTMENT VARIOUS

TRANSFER FROM:

ACCOUNT TITLE		ACCOUNT NUMBER													AMOUNT			
		*																
	SALARIES	0	1	-	5	2	4	1	-	0	4	0	1	0	-	0	0	17,700
				-					-						-			
				-					-						-			
				-					-						-			
				-					-						-			
				-					-						-			
Total																17,700		

TRANSFER TO:

ACCOUNT TITLE		ACCOUNT NUMBER													AMOUNT			
		*																
	SALARIES	0	1	-	5	3	2	1	-	0	4	0	1	0	-	0	0	13,100
	GROUP INSURANCE	0	1	-	5	3	2	1	-	0	4	0	4	0	-	0	0	1,020
	DISABILITY INSURANCE	0	1	-	5	3	2	1	-	0	4	0	8	0	-	0	0	35
	TAXES	0	1	-	5	3	2	1	-	0	4	1	0	0	-	0	0	1,145
	RETIREMENT	0	1	-	5	3	2	1	-	0	4	1	1	0	-	0	0	2,400
				-					-						-			
				-					-						-			
				-					-						-			
				-					-						-			
Total																17,700		

EXPLANATION: TRANSFER OF FUNDS REQUIRED TO COMPLETE FISCAL YEAR 2015-2016. TRANSFER REQUIRED FOR CDBG STAFF'S PERSONNEL SERVICES (GRANT ADMINISTRATION SERVICES) CHARGED TO THE GENERAL FUND.

*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUAL

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES

No

ROUTE AS NUMBERED

REQUESTED BY:

1. *Brian Alay*
Department Head

DATE:

08/26/2016

APPROVED BY:

3. *[Signature]* 08/26/16
City Manager

REVIEWED BY:

2. *Brian Alay*
Director of Finance

DATE ENTERED:

 / /

(White Copy- Finance Department/Pink Copy- Department's Copy)

**CITY OF EDINBURG
TRANSFER OF FUNDS REQUEST FORM
FUND NAME - UTILITY
DEPARTMENT - VARIOUS**

FROM:

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT				
1	Salaries	0	2	-	5	7	4	1	-	0	4	0	1	0	-	0	0	\$27,470
2	Longevity	0	2	-	5	7	4	1	-	0	4	0	2	0	-	0	0	\$1,820
3	Group Insurance	0	2	-	5	7	4	1	-	0	4	0	4	0	-	0	0	\$4,856
4	Disability Insurance	0	2	-	5	7	4	1	-	0	4	0	8	0	-	0	0	\$56
5	Taxes	0	2	-	5	7	4	1	-	0	4	1	0	0	-	0	0	\$2,250
6	Retirement	0	2	-	5	7	4	1	-	0	4	1	1	0	-	0	0	\$4,306
7	Worker's Compensation	0	2	-	5	7	4	1	-	0	4	1	6	0	-	0	0	\$1,471
8																		
9																		
TOTAL																\$42,229		

TO:

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT				
1	Salaries	0	2	-	5	7	1	1	-	0	4	0	1	0	-	0	0	\$27,470
2	Longevity	0	2	-	5	7	1	1	-	0	4	0	2	0	-	0	0	\$1,820
3	Group Insurance	0	2	-	5	7	1	1	-	0	4	0	4	0	-	0	0	\$4,856
4	Disability Insurance	0	2	-	5	7	1	1	-	0	4	0	8	0	-	0	0	\$56
5	Taxes	0	2	-	5	7	1	1	-	0	4	1	0	0	-	0	0	\$2,250
6	Retirement	0	2	-	5	7	1	1	-	0	4	1	1	0	-	0	0	\$4,306
7	Worker's Compensation	0	2	-	5	7	1	1	-	0	4	1	6	0	-	0	0	\$1,471
8																		
9																		
TOTAL																\$42,229		

EXPLANATION: Transfers are requested to transfer a Meter Reader from the Systems Division to a Water Maintenance Technician in the Utility Administration Division.

CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUALS

!! TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL YES No

ROUTE AS NUMBERED

REQUESTED BY: [Signature] DATE: 8/24/16
Department Head

APPROVED BY: [Signature] 8/25/16
City Manager

REVIEWED BY: [Signature] 8/24/16
Director of Finance

DATE ENTERED: / /

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Consider Approval of the Edinburg Economic Development Corporation Fiscal Year 2016-2017 Budget. [Agustin Garcia, Jr., Executive Director, Edinburg Economic Development]

STAFF COMMENTS AND RECOMMENDATION:

The Fiscal Year 2016-2017 Annual Budget contains revenues and expenses to be utilized to achieve the Corporation's mission to market the City of Edinburg and continue to leverage public-private resources for job creation and retention and tax base increase.

The main priorities for the upcoming fiscal year will be to continue to provide infrastructure and site improvements to assist new and expanding businesses, market the City of Edinburg through a regional and international approach, promote and develop the Industrial Parks and the newly constructed U. S. Custom's facility building and User Fee designation, as well as, to work with the City to develop the Downtown Corridor and streetscape improvements and complete construction of the new Parks and Recreation Facility.

RECOMMENDATION:

Approve the Edinburg Economic Development Corporation Fiscal Year 2016-2017 Budget.

REVIEWED BY:

PREPARED BY:

Â /s/Richard M.
Hinojosa
Richard M. Hinojosa
City Manager

/s/Agustin Garcia, Jr.
Agustin Garcia
Executive Director
Economic Development

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R. Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

**Edinburg Economic Development Corporation
Statement of Revenues and Expenditures**

EEDC FUND	Board-Approved Budget 2016-2017
REVENUES:	
1/2 Cent Sales Tax Revenue	\$5,200,000.00
Interest on Investments	\$10,000.00
Lease Payments	\$230,333.64
Sale of Property	\$675,000.00
Notes Receivables	\$1,246,944.00
TOTAL REVENUES	\$7,362,277.64
EXPENDITURES:	
<i>Personnel Expenses</i>	\$641,300.00
Personnel Exp. Subtotal	\$641,300.00
<i>Operating Expense</i>	
Accounting	\$20,000.00
Board Expenses	\$2,000.00
Communications/Telephone	\$15,000.00
Conference Fees	\$10,000.00
Continuing Education	\$6,000.00
Equipment Leasing	\$4,105.00
Legal	\$120,000.00
Membership Dues/Subscriptions	\$5,000.00
Miscellaneous	\$3,500.00
Office Expense	\$16,000.00
Office Supplies/Conference Exp	\$14,000.00
Postage	\$1,500.00
Utilities	\$6,000.00
Janitorial	\$7,200.00
Travel/Meals & Entertainment	\$60,000.00
Operating Exp. Subtotal	\$290,305.00
<i>Maintenance Expense</i>	
Renaissance Industrial Park	\$30,000.00
North Industrial Park	\$130,000.00
Maintenance Exp. Subtotal	\$160,000.00
<i>Marketing Expense</i>	
Marketing Activities	\$300,000.00
Sponsorships	\$70,000.00
EDBG City Limits	\$0.00
Marketing Exp. Subtotal	\$370,000.00
<i>Contractual Services</i>	
Engineer Consultant	\$5,000.00
Legislative Coordinator	\$146,000.00
News Media Services	\$60,000.00
Monterrey Office	\$100,800.00
Regional Economic Development Alliance/Rio South Texas/TX One	
UTPA/CEED-Technical Assistance	\$30,000.00
Contractual Svs Subtotal	\$341,800.00
<i>Developmental Expenditures</i>	
Developmental Expenditures	\$25,000.00
Feasibility Studies/Reports	\$25,000.00
Infrastructure Program & Engineering	\$2,531,672.64
Developmental Exp. Subtotal	\$2,581,672.64
<i>Capital Outlay</i>	
Furniture, Fixtures & Equipment	\$5,000.00
Purchase of Property	\$0.00
Work In Progress	\$600,000.00
Capital Outlay Subtotal	\$605,000.00
<i>EEDC Properties</i>	
Property Taxes	\$117,000.00
Debt Service	\$1,914,414.00
EEDC Prop. Subtotal	\$2,031,414.00
Reserve for Contingency	\$500,000.00
Contingency Subtotal	\$500,000.00
TOTAL EXPENDITURES	\$7,521,491.64

APPOINTMENTS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
SEPTEMBER 06, 2016

Discuss and Consider Appointments to the City Advisory Boards and Committees for the Following:

1. Amigos Del Valle Board of Directors-One Member, One Alternate
2. Edinburg Economic Development Corporation Board of Directors-One Member
(Councilmember David Torres)
3. Mayor Pro Tem-One Councilmember
4. Lower Rio Grande Valley Development Council-One Member
5. Planning and Zoning Commission-One Member
6. Hidalgo County Metropolitan Planning Organization-One Member, One Alternate

STAFF COMMENTS AND RECOMMENDATION:

1. Amigos Del Valle Board of Directors –One Member, One Alternate

Present Member(s): Richard Molina- Member

J.R. Betancourt- Alternate

Applicant(s): Councilmembers

Function: Amigos Del Valle is a consortium of county and city governmental entities that was created to provide nutrition, transportation, and housing services to senior citizens of Cameron, Hidalgo, and Willacy Counties to South Texas to assist such population to continue to live as healthy, productive, independent and self-sufficient lives as possible.

2. Edinburg Economic Development Corporation Board of Directors-One Member (Councilmember David Torres)

Present Member(s): Ellie Torres

Function: To promote and develop commercial, industrial, and manufacturing enterprise, and to promote and encourage employment.

3. Mayor Pro Tem-One Councilmember
4. Lower Rio Grande Valley Development Council-One Member
5. Planning and Zoning Commission-One Member

Function: Hear applications for rezoning, comprehensive plan amendments, special use permits, subdivision plans, and amendments to the Unified Development Code, and the City's Comprehensive Land Use Plan.

6. Hidalgo County Metropolitan Planning Organization-One Member, One Alternate

CHAPTER 32: BOARDS, COUNCILS, COMMISSIONS AND COMMITTEES

- 32.01 Residence or Tax Paying Status Requirements for Membership.

(A) All members of boards, councils, commissions and committees created pursuant to provisions of the charter and ordinances and resolutions of the city shall be residents of the city or nonresident tax-paying property owners of the city but residing within the extraterritorial jurisdiction of the city.

(B) Any member of a board, council, commission or committee who, after such member's appointment, shall change such member's residence or property status so that such member does not comply with either of the qualifications set out above shall be deemed to have resigned from such board, commission or committee.

- 32.02 Appointment of Members; Filling Vacancy.

(A) Except as otherwise provided by federal law, state constitution, state statute or the city charter, all appointments to boards, councils, commissions and committees of the city shall be made by the City Council.

(B) Any vacancy, for whatever reason, in and during the unexpired term of an appointed member of any board, council, commission, or committee of the city shall be filled by the City Council in the same manner as the original appointment.

Board Members are required to attend not less than 3/4 of the meetings scheduled; a vacancy is created if a member is absent three consecutive meetings, unless specifically excused at the following meeting for purposes authorized by Resolution.

RECOMMENDATION:

All appointments to the City Advisory Boards and Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements for membership.

REVIEWED BY:

PREPARED BY:

Â Timoteo Sena,
Administrative Specialist

Â /s/Richard M.
Hinojosa

Richard M. Hinojosa
City Manager

Â /s/Myra L. Ayala
Garza

Myra L. Ayala Garza
City Secretary

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



Amigos Del Valle, Inc.

4138 Crosspoint Blvd.
Edinburg, Texas 78539
Phone (956) 213-9400
Fax (956) 213-8119

BOARD OFFICERS

RICHARD MOLINA
City Commissioner, Edinburg
President
GERARDO "JERRY" TAFOLLA
City Commissioner, Weslaco
Vice President
VICTOR LEAL
City Commissioner, Harlingen
Secretary
SONIA GALLEGOS
Mayor Pro Tem, Donna
Treasurer
EMILIO VERA, JR.
Member At-Large, Willacy County
Immediate Past President

BOARD MEMBERS

ELEAZAR J. ROMERO
Member At-Large, Hidalgo County
ELEAZAR GUAJARDO
Commissioner, Pharr
EDUARDO "EDDIE" CANTU
County Commissioner, Hidalgo County
EDUARDO GONZALES
County Commissioner, Willacy County
BASILIO SANCHEZ
Representative, Cameron County
JIM DARLING
City of McAllen, Mayor
JOHN L. VILLAREAL
Commissioner, Brownsville
ARMANDO LOPEZ
City Commissioner, Mercedes
NORIE GARZA
Mayor Pro Tem, Mission
CHRIS TAMEZ
City of Raymondville
ANTONIO GONZALES
Mayor Pro Tem, San Benito
SAN JUANITA SANCHEZ
Mayor, San Juan
OMAR QUINTANILLA
Frost Bank, Vice-President
Finance / Banking
NORBERTO "BETO" SALINAS
Member Emeritus

ALEX GUERRA
EXECUTIVE DIRECTOR



August 4, 2016

Mayor Richard H. Garcia
City of Edinburg
415 W. University Dr.
Edinburg, Texas 78539

RE: City of Edinburg ADV Annual Board Representative & Alternate Re-Appointment

Honorable Mayor Garcia:

Our agency continues to need and depend on your County's active participation in our Board of Directors through your appointed Board Representative and Alternate.

This letter is to request your County's appointment of your Representative and Alternate for our Fiscal Year 2016-17 (October 1, 2015 – September 30, 2016) Board of Directors by no later than Wednesday, August 31, 2016.

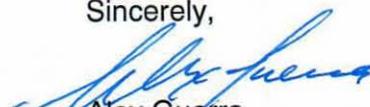
Please submit your appointments' names and their respective elected positions and/or job titles, as applicable, in writing to Ms. Anita Jenny, Executive Administrative Assistant, at our Administration Office.

<u>Representative</u>	<u>Alternate</u>
Mayor Pro-Tem Richard Molina	Comm. J.R. Betancourt

Please be assured that we are very grateful for your County's fortieth (40) year commitment and involvement with our agency as a member of our Board of Directors.

Enclosed please find a copy of our agency's By-Laws and Brochure for your information. If you have any questions, please call me at your convenience at (956) 213-9400.

Sincerely,


Alex Guerra
Executive Director

cc: Mayor Pro-Tem Richard Molina
Comm. J.R. Betancourt

"Providing 41 Years of Service"
1974 - 2016